United States Embassy
GSO/Procurement
Kuwait City
June 30, 2026

To: Prospective Quoters

Subject: Request for Quotations number RFQ 19KU2026Q0006 - Renovate Embassy Playground

Enclosed is a Request for Quotations (RFQ) for the Renovate Embassy Playground. If you would like to submit a quotation, follow all solicitation instructions, and complete the required portions of the attached document.

A site visit has been scheduled for July 15, 2026, at 09:30 AM Kuwait local time. For more information, please refer to page 35. Interested contractors are strongly encouraged to attend the scheduled site visit to inspect the premises prior to finalizing their proposals, including the Bill of Materials (BOM) and Bill of Quantities (BOQ). It is the contractor's sole responsibility to thoroughly assess the site during this visit. Any inaccuracies, omissions, or cost discrepancies in the submitted proposal resulting from failure to inspect the site shall be the contractor's full responsibility.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting a technically acceptable offer at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Note: Prospective offerors are strongly encouraged, though not required, to register in the System for Award Management (SAM) at https://www.sam.gov.

- Offerors **with an active SAM registration** need only provide their Unique Entity Identifier (UEI) number and are not required to complete the information 52.204-90 since relevant information is found in their SAM registration.
- Offerors **without an active SAM registration** must complete FAR 52.204-90, Offeror Identification, in Section 5, Representations and Certifications. This information must be updated annually if option years are included in the solicitation or award.

Offerors are strongly encouraged to maintain an active SAM account

For a quotation to be considered, you must also complete and submit the following:

1. SF-1442 (14 through 20c)
2. Section A, Price
3. Section L, Representations, certifications, and other statements of offerors or quoters

4. Information and documentation required by Section J, Attachment A, and all other applicable provisions of this solicitation.
5. Proof of SAM Registration / Unique Entity ID, or if not SAM registered, complete FAR 52.204-90, Offeror Identification,

Failure to follow these instructions will render the offer non-compliant and ineligible for further consideration

Any questions regarding the RFQ to be submitting electronically to Kuwait_Solicitation@state.gov no later than July 16, 2026, at 10:00 am. No questions will be accepted beyond this date. Please enter the title of your email as "Questions – RFQ 19KU2026Q0006 - Renovate Embassy Playground.

Submit your quote electronically by email to Kuwait_Solicitation@state.gov. Quotations are due by July 23, 2026, at 10:00 am Kuwait local time. No quotes will be accepted after this time. Please enter the title of your email as "Quote – RFQ 19KU2026Q0006 - Renovate Embassy Playground.

Sincerely,

Yared Asnake
Contracting Officer

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SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. **19KU2026Q0006**	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) [x] NEGOTIATED (RFP)	3. DATE ISSUED **June 30, 2026**	PAGE OF PAGES 1 / 95

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE	**19KU20**	8. ADDRESS OFFER TO Only electronic submission to Kuwait_Solicitation@state.gov

9. FOR INFORMATION CALL: →	A. NAME Mohamed Zalzale / Maryam Sabri	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)***

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (*Title, identifying no., date):*

Renovate Embassy Playground. The project scope includes the demolition and removal of existing playground materials/equipment; surface preparation and construction of a suitable sub-base; and the purchase, supply, delivery, and installation of new rubberized safety tiles and high-quality playground equipment.

11. The Contractor shall begin performance within ____ calendar days and complete it within ____ calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)*	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Submit your quote electronically by email to Kuwait_Solicitation@state.gov **by 10:00 am local time, July 23, 2026.**

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20B. SIGNATURE	20C. OFFER DATE

AWARD (*To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* →	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*

SECTION A - PRICE

REQUEST FOR QUOTATION 19KU2026Q0006 - CONSTRUCTION

US Embassy Kuwait has a requirement for qualified firms to **Renovate Embassy Playground**. Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the performance of the work and cost of contract, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

The Contractor shall complete all work, including furnishing all labor, materials, insurances, equipment, and services required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead, and profit.

Total contract price (including all labor, material, insurance, overhead and profit)	**KWD: ……**

A.1 Defense Base Act (DBA) Insurance:

The Offeror shall include the Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm*

The Contractor shall provide workers' compensation insurance in accordance with **FAR 52.228-3** to employees assigned to this contract who are either United States citizens or direct hire. Total cost of DBA should be part of the Firm-Fixed-Price.

A.2 VALUE ADDED TAX

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.

SECTION B - STATEMENT OF WORK

Refer to attachment A for complete details of the SOW, specifications, drawing and photos.

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

SECTION C - PACKAGING AND MARKING

Reserved

SECTION D - INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and
(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS.

The Contractor shall give the Contracting Officer at least three (3) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE.

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION E- DELIVERIES OR PERFORMANCE

The Contractor shall be required to:

1. Commence performance under this contract within three (3) calendar days after receipt of the Contracting Officer's Notice to Proceed (NTP).
2. Deliver all required playground equipment to the designated project site in Kuwait within one hundred twenty (120) calendar days after receipt of the NTP.
3. Complete installation, assembly, testing, inspection, final cleanup, and all work necessary for Government acceptance within forty-five (45) calendar days after delivery of the playground equipment to the project site.
4. Playground Project Completion Requirement. The Contractor shall complete all work required under this contract and make the renovated playground fully operational and ready for Government inspection and public use within 168 calendar days after receipt of the Notice to Proceed (NTP). The required completion period includes, but is not limited to, procurement, manufacturing, shipping, customs clearance, delivery, installation, construction, testing, inspections, correction of deficiencies, site cleanup, and all other work necessary to achieve final Government acceptance.

The Contractor shall be fully responsible for all activities necessary to perform this contract, including, but not limited to, manufacturing coordination, procurement, quality control, packaging, international transportation, customs clearance, importation, local transportation, off-loading, storage (if required), installation, testing, and all other logistics necessary to meet the required delivery and completion dates.

The Contractor shall coordinate all deliveries and installation activities with the Contracting Officer's Representative (COR) to ensure access to the project site and minimize disruption to Government operations.

The period of performance includes completion of all required work, correction of deficiencies identified during inspection, removal of all debris, packaging materials, and construction waste, and final cleanup of the work site to the satisfaction of the Contracting Officer prior to Government acceptance.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of KWD 151 (US$ 490) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in **FAR 52.236-15,** "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 3 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,
(2) Constitute acceptance or approval of any delay, or
(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule, or the completion date should be revised. The Contractor shall give such notice promptly, not more than three (3) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

NOTICE TO PROCEED

a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the

work, commencing and completing performance not later than the time period established in the contract.

b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during regular office hours, **08:00am to 16:00pm**, Sunday through Thursday, except for Kuwait and U.S holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Per local Government policies, no one shall be working under direct sun after 11:00am hours when the outside temperature hits 50° C or above.

SUMMER OUTSIDE WORKING POLICY:

Per Kuwait's local labor law, "The employer is prohibited from assigning workers to perform work in uncovered areas under direct sunlight from 11:00 a.m. to 4:00 p.m. during the extended period from June 1 until the end of August." Workers may work outdoors during the ban hours; however, all workers must be assigned to work in shaded or covered areas during the ban hours, thereby avoiding direct exposure to sunlight. Workers must have water readily available and given time for water breaks as needed.

All contracts or projects involving work outdoors or in non-air-conditioned spaces during the summer months must include a Heat Remediation Plan. This plan must include working hour limits, heat mitigation efforts, and a medical reaction plan in the event of a heat-related medical emergency. The Post Occupational Safety and Health Officer (POSHO) must approve all Heat Remediation Plans, and supervisors must keep an approved signed copy of the project's Heat Remediation Plan at the work site. Supervisors must brief their employees and contract workers to ensure full compliance with this policy.

Heat Remediation Plan and Medical Response Plan Submission

Offerors shall submit a Heat Remediation Plan and Medical Response Plan as a separate attachment with their quotation. At a minimum, the plan shall address:

- Working-hour limitations to reduce heat exposure;
- Heat mitigation measures;
- Medical response procedures for heat-related emergencies.

DELIVERABLES - The following items shall be delivered under this contract:			
Description	**Quantity**	**Deliver Date**	**Deliver To**
Section G. Securities/Insurance	1	3 days after award	CO
Section E. Construction Schedule	1	3 days after award and/or NTP	COR
Section G. Contractor's crew individual identification information for background checks. List of all mechanical, electrical, rigging, sheet metal, and all other subcontractors with evidence of subcontractor's insurance coverage	1	3 calendar days after award	COR
Section F. Payment Request	1	End of project	COR
Section D. Request for Final Acceptance	1	3 days before inspection	COR

SECTION F - CONTRACT ADMINISTRATION DATA

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.
b) The COR for this contract is, Electrical Engineer Supervisor, Mr. Omar Mahmoud
c) COR Duties: The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons

1. Invoices submission & payment terms instructions to vendors:
2. Embassy payment terms are 30 days NET CREDIT. Payment is due within 30 days after the receipt of a proper invoice (as defined by 5CFR 1315.9-b) and all services were received and accepted by the Government.
3. Embassy does not make any ADVANCE payments.
4. Proper invoice to include PR, Contract number, clear description of items/services ordered as per Government purchase order and/or contract. (All the details should be in English language).
5. Banking information to include Account name, Bank name, branch and address, Account number, IBAN number, swift code to be mentioned either on the invoice and/or to be provided separately.
6. Invoice is required to be sent electronically to the Embassy Finance Office email: **KuwaitDBO@state.gov** to process for payment.

7. Payment inquiries: For better tracking and response time on payment inquiries, all payment related inquiries to be forwarded directly to **KuwaitFMCInquiry@state.gov**

SECTION G - SPECIAL TERMS AND CONDITIONS

G.1.0 RESERVED

G.2.0 INSURANCE - The Contractor is required by **FAR 52.228-5,** "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	US$ 10,000
Cumulative	US$ 10,000
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	US$ 30,000
Cumulative	US$ 30,000

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.2.6 Defense Base Act (DBA) Insurance. The Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3 to employees assigned to this contract who are either United States citizens or direct hire. Total cost of DBA should be part of the Firm-Fixed-Price.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 10 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.4.4 All personnel working under this contract must be **legally sponsored by the contractor or subcontractor prior the award of the contract**. Therefore, interested offerors are required to submit in their proposal a list of workers and supervisors assigned to this project with a proof they are under the direct sponsorship of the contractor and/or subcontractor. Proposals received without this proof could be deemed as technically not acceptable and therefore, not eligible for award even if their price is the lowest.

G.4.5 Subcontractor qualifications to include but not limited to:

a. Evidence that the subcontractor has established business with a permanent address and telephone listing
b. Evidence that the subcontractor has obtained all licenses, DBA insurance, certification and permits required by local law to operate in the State of Kuwait. If subcontractor already possesses the locally required licenses and permits, a copy shall be provided in the English language.
c. Evidence that all workers involved in this project are under the direct legal sponsorship of the subcontractor. Copy of civil ids that indicate the legal name of the sponsor must be provided.

G.5.0 **CONSTRUCTION PERSONNEL** - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has 3 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks might take up to 21 days to perform. For each individual the list shall include:

Full Name	
Nationality	
Copy of Civil ID	

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall always provide an English-speaking supervisor on site. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer. Data sheet/specifications of all supplied material must be provided to the COR to approve.

G.7.0 SPECIAL WARRANTIES

G.7.1 Contractor must provide a minimum of three (3) years warranty covering the installed playground equipment, workmanship, new rubber safety tiles, and concrete base.

The contractor shall be responsible for resolution on any defect/ failure on the contract during the warranty period. The contractor shall provide services or/and repair and replacement to the satisfaction of the government. The warranty starts the day after final inspection approval from the authorized government personnel.

G.7.2 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.3 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 10 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- Obtaining proper zoning or other land use control approval for the project
- Obtaining approval of the Contracting Drawings and Specifications
- Paying fees due for the foregoing; and,
- For obtaining and paying for the initial building permits.

SECTION H - CLAUSES

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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSES ARE INCORPORATED BY REFERENCE.

CLAUSE	TITLE AND DATE
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Deviation Aug 2025).
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS **(NOV 2023)**
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS **(DEC 2014)**
52.204-91	Contractor identification
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT **(JAN 2025)**
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES **(JAN 2025)**
52.222-50	COMBATING TRAFFICKING IN PERSONS **(NOV 2021)**
52.223-23	Sustainable Products.
52.225-5	TRADE AGREEMENTS **(NOV 2023)**
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.228-3	WORKERS' COMPENSATION INSURANCE (Defense Base Act). **(JULY 2014)**
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION **(JAN 1997)**
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.
52.233-3	PROTEST AFTER AWARD **(AUG 1996)**
52.233-4	Applicable Law for Breach of Contract Claim.
52.236-2	DIFFERING SITE CONDITIONS **(APR 1984)**
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK **(APR 1984)**
52.236-5	MATERIAL AND WORKMANSHIP **(APR 1984)**
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR **(APR 1984)**
52.236-7	PERMITS AND RESPONSIBILITIES **(NOV 1991)**
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS **(APR 1984)**
52.236-10	OPERATIONS AND STORAGE AREAS **(APR 1984)**
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION **(APR 1984)**
52.236-12	CLEANING UP **(APR 1984)**

52.236-13	ACCIDENT PREVENTION **(NOV 1991)**
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES **(APR 1984)**
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS **(APR 1984)**
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION **(FEB 1997)**
52.236-26	PRECONSTRUCTION CONFERENCE **(FEB 1995)**
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS
52.242-14	SUSPENSION OF WORK **(APR 1984)**
52.242-15	Stop-Work Order.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT

DOSAR 652.211-70 Branding and Marking (DEVIATION) (NOV 2025)

As a condition of this contract, the contractor shall ensure that all programs, funding, and assistance provided under this contract clearly acknowledge United States (U.S.) Department of State or U.S. Government support. All materials produced to communicate or promote a program, event, project, activity, or assistance under this contract, including but not limited to, invitations to events, press materials, event backdrops, podium signs, etc., must be marked with the standard, rectangular U.S. flag available at Guidance for Contracts and Grants - Contracts and Grants - U.S. Department of State Brand System (brand.america.gov/document/547370). Policy exceptions to branding and marking requirements are outlined in the U.S. Department of State Foreign Affairs Manual 10 FAM 416, Policy Exceptions.

Foreign Audience: For materials intended for a foreign audience, the contractor shall mark materials with the standard U.S. flag and communicate that the program is supported by the U.S. Government.

Domestic Audience: For materials intended for a domestic audience, the contractor shall mark materials with the Department of State seal available at Guidance for Contracts and Grants - Contracts and Grants - U.S. Department of State Brand System (brand.america.gov/document/547370) and the standard U.S. flag and communicate that the program is supported by the Department of State.

Subcontracts are subject to the Department of State marking requirements, and prime contractors must insert the substance of this clause, including this paragraph, in all subcontracts.

For all Department-funded awards, any publications shall include the following text: "*This [report/article] was funded [in part] by the United States Department of State. The opinions, findings, and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State*."

(End of clause)

DOSAR 652.239-801 DISCLOSURE OF AI USE CLAUSE (DEVIATION) (SEP 2025)

(a) *Definitions*. As used in this clause-
Artificial Intelligence (AI): The term "artificial intelligence" has the meaning provided in Section 238(g) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019.

i. This definition of AI encompasses, but is not limited to, the AI technical subfields of machine learning (including deep learning as well as supervised, unsupervised, and semi-supervised approaches), reinforcement learning, transfer learning, and generative AI.
ii. This definition of AI does not include robotic process automation or other systems whose behavior is defined only by human-defined rules or that learn solely by repeating an observed practice exactly as it was conducted.
iii. For this definition, no system should be considered too simple to qualify as covered AI due to a lack of technical complexity (e.g., the smaller number of parameters in a model, the type of model, or the amount of data used for training purposes).
iv. This definition includes systems that are fully autonomous, partially autonomous, and not autonomous, and it includes systems that operate both with and without human oversight.

(b) **Disclosure of AI Use in Contract Performance.** When the Contractor or any of its subcontractors, vendors, or agents intends to incorporate AI into the performance of the contract, the Contractor shall provide the following disclosures in its offer:
Disclose the intended use of AI and provide a description of the AI system or capability and its purpose within the contract scope; specify whether the system was developed internally, acquired from a third party, or is publicly/commercially available; indicate if the AI system will process PII or be used in ways that may affect privacy, civil rights, safety, or public interaction; detail the governance, oversight, and human-in-the-loop mechanisms to be applied; and describe any applicable testing, evaluation, risk management, or bias mitigation measures that have been or will be implemented.

These disclosures must be updated promptly to the Contracting Officer during the period of performance upon any new use of AI or significant material change to the existing AI capability, its functionality, its use case, or its data inputs/outputs during the life of the contract.

The Government reserves the right to review the proposed AI use, request additional safeguards or controls, and/or disallow its use if it is deemed inconsistent with agency policy, legal requirements, or federal AI governance standards.

(End of Clause)

II THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSE(S) IS/ARE SET FORTH IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor").

2) Clearly identify themselves and their contractor affiliation in meetings.

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at ***http://www.state.gov/m/ds/rls/rpt/c21664.htm*** **.**

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (DEVIATION DATE)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high-risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements*. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting*. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

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 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.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

652.228-70 Defense Base Act—Covered Contractor Employees.

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 workers' compensation laws		Local nationals: _____ Third country nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third country nationals: _____

(b) The contracting officer has determined that for performance in the country of [contracting officer insert country of performance and check the appropriate block below]

□ Workers' compensation laws exist that will cover local nationals and third country nationals.

□ Workers' 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.

Workers' 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 Web site at *http://www.dol.gov/owcp/dlhwc/lscarrier.htm.*"
(c)

(1) Section 16 of the State Department 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.
(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 workers' compensation coverage for these employees (e.g., evidence that the State workers' 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)

SECTION I - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT
Attachment A	Statement of Work (SOW), specifications, drawings and photos.
Attachment B	The Contractor's General Responsibilities for Embassy Managed Construction Projects
Attachment C	Definitions
Attachment D	Crane Rental Service/Operating Procedures
Attachment E	List of playground equipment

SECTION J – INSTRUCTION ON HOW TO SUBMIT A QUOTATION

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. Each attachment shall be submitted in English, as a separate file and clearly marked with the corresponding attachment title.
Quotations that fail to include all required information may be determined non-responsive and excluded from further consideration.

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- Be able to understand written and spoken English
- Company name, address, telephone number, and valid Kuwait commercial license.
- Completed pricing schedule.
- SAM registration proof and UEI number or completed FAR 52.204-90 Offeror Identification (if not registered in SAM).
- Be able to demonstrate prior construction experience with suitable references.
- Have the necessary personnel, equipment and financial resources available to perform the work.
- Have all licenses and permits required by local law.
- Meet all local insurance requirements.
- Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution.
- Meet delivery and project completion date
- Product literature, catalogs, technical data sheets
- Quotation/offer validity must be at least valid for 90 days from offer submission date

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the supply, delivery, construction preparation and installation of Embassy playground as described in **SCOPE OF WORK**, and the Attachments which are a part of this request for quotation.

- Summary of instructions. Each offeror must submit in their proposal four (4) separate Email attachments as indicated below. Each email attachment should at minimum, include all requested details as per below table:
- All documents submitted as per the solicitation requirement MUST be in English and if document(s) are issued in different language by Kuwait Government or other entities,

copy of the original document MUST be provided with English translated copy. Documents that are not in English will be deemed not acceptable and won't be evaluated. Failure to provide any of the requested details/information listed below may be considered grounds for the proposal to be found technically not acceptable.

- Failure to provide any of the requested details/information listed below may be considered grounds for the proposal to be found technically not acceptable.
- Quotation/offer validity must be at least valid for 90 days from offer submission date.

Note: Pricing file must be submitted as a sperate email attachment and file format must be an editable format (word file)

File	Title	Required Documentation	(Tab 3) Proposal Ref. page
I	**Attachment I – Introduction**	1. Contractor's full name, address, and telephone number. 2. Valid Kuwait commercial license. 3. SAM Registration Prospective offerors are strongly encouraged, though not required, to register in the System for Award Management (SAM) at https://www.sam.gov. • Offerors with an active SAM registration need only provide their UEI number. • Offerors without an active SAM registration shall complete FAR 52.204-90, Offeror Identification.	

II	**Attachment II – Technical Proposal**	List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the State of Kuwait, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. Provide the following information for each contract and/or subcontract: a. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel; b. Contract number and type; c. Date of the contract award place(s) of performance, and completion dates; d. Contract dollar value; e. Brief description of the work, including responsibilities; f. Comparability to the work under this solicitation; g. Brief discussion of any major technical problems and their resolution;	

		Submission of the following requirements: • Activity Hazard Analysis & Accident Prevention plans • Safety Plan and Construction Accident Prevention Plan (CAPP) • Heat Remediation Plan • Medical reaction plan in the event of a heat-related medical emergency • Present the 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 • Warranty requirements covering the installed playground equipment, workmanship, new rubber safety tiles, and concrete base. • 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 Products data (all sample of products/materials required for this project should be submitted for review and approval if requested in the Scope of Work. Product data/catalogs of products shall be provided when actual samples can't be provided) Material to be procured Locally or overseas (lead time) • Bill of quantity/bill of materials (if requested in the Scope of Work) • Site drawings, safety zone schematics • Structural and foundation details • Accessible route plans (ABA compliance)	
		If subcontracting will be used, then, subcontractor qualifications must be submitted to include but not limited to: • Evidence that the subcontractor has an established business with a permanent address and telephone listing • Evidence that the subcontractor has obtained all licenses, certification and permits required by local law to operate in the State of Kuwait. If subcontractor already possesses the locally required licenses and permits, a copy shall be provided in the English language • Proof that all workers are legally sponsored directly by the subcontractor • List of workers and supervisors assigned to this project • Subcontractor's insurance coverage	

		Performance schedule in the form of a “bar chart”.	
		○ Itemized cost breakdown for all components described in the Statement of Work (SOW), including: ▪ Demolition, ▪ Site preparation, ▪ Sub-base installation, ▪ Rubber flooring installation, ▪ Playground equipment supply, and installation.	
III	**Price (KWD)**	Total price	

52.237-1 Site Visit (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A site visit has been scheduled for July 15, 2026, at 09:30 AM, Kuwait local time to U.S. Embassy Kuwait, Bayan area, block 13, Al Masjed Al Aqsa St.

All security cleared attendees should be at the front gate of the Embassy at least 15 minutes earlier to allow security screening before site visit starts.

Note: To attend the site visit, interested offerors are limited to a maximum of two (2) representatives per company. Offerors shall submit the following information for each attendee by 10:00 a.m. (Kuwait local time) on July 13, 2026, to kuwait_solicitation@state.gov.

The subject line of the email shall read: "Site Visit Request – RFQ 19KU2026Q0006 – Embassy Playground Renovation"

For security reasons, cell phones, cameras, laptops, tablets, and other electronic devices are prohibited during the site visit.

In addition, access will not be granted to individuals holding a Kuwait residency under Article 20 (Domestic Worker) or any other individual who does not meet Embassy security access requirements.

Civil ID Number	Full Name	Mobile number	Nationality

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at Acquisition.gov

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISION	DESCRIPTION
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

52.212-2 Evaluation—Commercial Products and Commercial Services

Evaluation of proposals

K.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section J and must meet all the requirements in the other sections of this solicitation.

K.1.2. BASIS FOR AWARD

The award will be made to the lowest-priced, technically acceptable, and responsible offeror. Failure to comply with solicitation instructions or submission requirements may result in a quotation being deemed unacceptable and ineligible for award. The Government may reject quotations that are unreasonably high or low.

The Government intends to evaluate an award without discussion but reserves the right to conduct discussions in accordance with FAR 12.203 and 12.204 if determined to be in the Government's best interest.

The evaluation process will follow the procedures below:

(a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section J. The Government may eliminate proposals that are missing a significant amount of the required details/documentation.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of offeror license and certification for primary and subcontractor (if applicable), the Proposed Work Information and required documentation described in Section J. Demonstrated capability and relevant experience to perform the required services. Proposals without complete product data as listed in the scope of work shall be considered technically not acceptable. The Government may also contact references provided as part of the Experience and Past Performance information described in Section J to verify quality of past performance. The Government shall also review the current statement of offeror financial condition. The end result of this review will be a determination of technical acceptability or unacceptability.

The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1.

To demonstrate responsibility, a prospective contractor must—

(a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record (see 9.104-3(b) and part 42). Do not determine a prospective contractor responsible or nonresponsible based solely on a lack of relevant performance history;

(d) Have a satisfactory record of integrity and business ethics (see part 42);

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) (see 9.104-3(a));

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108)

(c) Total Evaluated Price. The Government will evaluate the total quoted price for completeness, accuracy, and consistency with the solicitation requirements.

Price Reasonableness. The Government will evaluate the quoted price to determine whether it is fair and reasonable. Price reasonableness will be determined using one or more price analysis techniques, including comparison of competitive quotations received in response to this solicitation.

SECTION L

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-90 Offeror Identification

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.

(a) *Definitions*. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification*. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;
□ TIN has been applied for; or
□ TIN is not required because:
□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
□ Offeror is an agency or instrumentality of a foreign government; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) *Type of organization.*
□ Sole proprietorship;
□ Partnership;
□ Corporate entity (not tax-exempt);
□ Corporate entity (tax-exempt);
□ Government entity (Federal, State, or local);
□ Foreign government;
□ International organization per 26 CFR 1.6049-4; or
□ Other.
(3) *Common parent.*
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	(NCAGE Code Request Tool)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		
Predecessor*		

* Predecessor CAGE code may be marked "Unknown."
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

L.2 52.240-90 Security Prohibitions and Exclusions Representations and Certifications.

(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the

person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer

(OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting

Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

L.3 52.240-91 Security Prohibitions and Exclusions.

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

L.4 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS' REPRESENTATION (NOV 2015)

As prescribed in 9.108-6(a), insert the following provision:

Prohibition on Contracting with Inverted Domestic Corporations-Representation (Deviation Date)
(a) *Definitions*. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

Attachment A

U.S. EMBASSY - KUWAIT
STATEMENT OF WORK
FOR PLAYGROUND CONSTRUCTION SERVICES

Renovate Embassy's Playground:

1.0 INTRODUCTION

The U.S. Embassy in Kuwait requires the services of a qualified and experienced contractor to undertake the renovation of its Community Playground. The project scope includes the demolition and removal of existing playground materials/equipment; surface preparation and construction of a suitable sub-base; and the purchase, supply, delivery, and installation of new rubberized safety tiles and high-quality playground equipment. All works and materials must comply with applicable safety, accessibility, and quality standards.

2.0 GENERAL REQUIREMENTS

2.1 Work Execution

- The Contractor shall perform all required services under a negotiated firm-fixed-price contract.
- All work shall be performed diligently, safely, and professionally during the U.S. Embassy's regular hours of operation, from 0800 to 1600 hours, Sunday through Thursday, excluding official U.S. or Kuwaiti holidays, unless prior written approval is obtained from the Contracting Officer's Representative (COR).
- Access to the interior of any Embassy buildings or facilities is strictly prohibited unless expressly authorized in advance by the COR. The Contractor shall coordinate all access requirements in advance and comply fully with all Embassy security protocols.

2.2 Standards Compliance

- All equipment and surfaces must comply with:
  - **US Consumer Product Safety Commission (USCPSC)**
  - **ASTM F1487**, **ASTM F1292**
  - **ABA Accessibility Guidelines** (Sections F240 and 1008)

2.3 Documentation and BOQ

- Contractor shall prepare a **Bill of Quantity (BOQ)** based on site visit.
- BOQ to include unit prices (sqm, linear meter, per item), specs, and QC schedules.
- Provide **site drawing** with placement, spacing, and safety zones of each equipment.

The Contractor shall be responsible for preparing its own Bill of Quantities (BOQ) based on a mandatory site visit and field verification of all dimensions within the Embassy Compound. The BOQ shall clearly indicate unit rates per square meter, linear meter, or per individual

item/equipment to be installed. It shall also include applicable quality control schedules, materials, and technical specifications.

All proposed playground equipment and the final playing surface must fully comply with U.S. Consumer Product Safety Commission (USCPSC) guidelines and standards, including ASTM F1487 and ASTM F1292. Reference materials may be found at the following link: https://www.cpsc.gov/safety-education/safety-guides/playgrounds/public-playground-safety-checklist

These documents shall serve as the basis for coordination, interfaces, and communication between the Embassy and the Contractor to ensure proper execution and delivery of the completed project.

The Contractor shall also submit detailed site drawings identifying each piece of playground equipment to be removed and installed. The drawings shall include, at a minimum, equipment dimensions, spacing between equipment, structural details, support poles, and foundations. All equipment and surface installations shall comply with USCPSC requirements and all applicable ASTM standards.

The play area shall be fully compliant with the Architectural Barriers Act (ABA). At a minimum, the following requirements shall be met:
a) The play area shall be located on an accessible route connecting the gates, chancery buildings, and residential areas.
b) Where ground-level play components are provided, at least one of each type shall be located on an accessible route.
c) Where elevated play components are provided, a minimum of fifty percent (50%) shall be located on an accessible route.

For complete requirements, refer to Sections F240 and 1008 of the applicable accessibility standards. Please refer to the following links for additional guidance and detailed information:

https://www.access-board.gov/aba/#aba-f240
https://www.access-board.gov/aba/#aba-1008

3.0 SCOPE OF WORK

3.1 Deliverables

- Bill of Materials (BOM)
- Product data, samples, catalogs
- Site drawings, safety zone schematics
- Structural and foundation details
- Accessible route plans (ABA compliance)

3.2 Logistics

- Staging/storage area shall be available on the ground as coordinated with the Embassy.

3.3 Materials and Equipment

- All materials and equipment must be new, durable, and approved by the Embassy.
- Installation must follow manufacturer's instructions and applicable standards.

3.4 Labor

- Contractor must provide all skilled/specialized labor for:

    - Demolition
    - Site preparation
    - Sub-base construction
    - Installation of rubberized surfaces and playground equipment

3.5 General Scope:

- Provide skilled and specialized labor, all required materials, tools, and support equipment to demolish and remove the existing playground flooring, including rubberized tiles, concrete, sand, pavers, and grass (if any). Remove all existing playground equipment. Prepare, level, and compact the site; construct the required sub-base; and supply and install new rubberized tiles that fully comply with USCPSC, ASTM, and all applicable industry standards. All necessary subsurface materials and concrete works shall be included to ensure proper drainage, a smooth finished surface, and the elimination of tripping hazards. Supply and install new playground equipment and provide an appropriate drainage system with the required slope to ensure effective water runoff.

- Install 2.5-inch-thick rubber safety tiles that comply with U.S. Consumer Product Safety Commission (CPSC) guidelines for playground equipment with fall heights up to 6 feet. For any equipment with a fall height exceeding 6 feet, the thickness of the rubber tiles shall be increased in accordance with applicable safety standards.
  The installed rubber tiles shall meet or exceed the requirements of ASTM F1292 for critical fall height impact attenuation. In addition, the proposed tiles shall comply with other applicable ASTM standards, including but not limited to ASTM D412, D624, D2047, and D2859, as well as all other relevant industry standards. The rubber tiles shall have a minimum slip resistance rating of P4 or P5, indicating a very low risk of slipping when wet. The tiles shall be suitable for inclement weather conditions and manufactured from durable, weather-resistant materials capable of maintaining performance, safety, and structural integrity over time. The concrete strength shall be Min. 20 MPa (Compressive strength at 28 days. Water cement ratio is less than 50%). Reinforcing steels: ASTM A615M, fy=420 MPa.

- The Contractor shall ensure that the entire playground area, excluding the walkway, is prepared in accordance with all applicable industry standards and the requirements outlined in this Statement of Work (SOW), and shall install rubberized tiles accordingly.

- **Details of the Embassy Compound Playground are as below:**

    - The playground shall remain in its current location, including the adjoining grass field and paved areas. All playground equipment shall be installed in accordance with U.S. Consumer Product Safety Commission (USCPSC) playground guidelines and applicable ASTM and other recognized industry standards. The existing metal structure and awning fabric shall remain in place. While working in and around this structure, the Contractor

shall exercise utmost care to avoid any damage to the metal structure, its foundations, or reinforcement elements.

- The approximate overall area of the playground is **475 square meters (sqm)**, consisting of the following:
  - Grass field: **105 sqm**
  - Paved area: **105 sqm, including the paved walkway.**
  - Rubberized play surface: **200 sqm**
  - Sand-covered area: **65 sqm**

- All existing playground equipment shall be dismantled, removed, and properly disposed of in accordance with applicable regulations. Certain existing equipment may be identified for salvage by the Embassy; details shall be coordinated with the Contractor after contract award.

- The following existing playground equipment shall be removed and replaced with new equipment:

  - Large play structure/slide
  - Small play structure/slide
  - Tire swing
  - Climbing structure
  - Large swing structure
  - Toddler swing set
  - Merry-go-round
  - Spring Riders

- The contractor shall propose appropriate modern playground equipment suitable for installation within the available space. All proposed equipment must be of high quality and comply with the applicable standards.

- The contractor must ensure that all installed playground equipment, structures, and protective surface materials, if any, fully comply with USCPSC playground standards as well as relevant ASTM and other recognized industry standards.

- The contractor shall provide complete product catalogs, operation manuals, and all supporting documentation demonstrating that the equipment supplied complies with the aforementioned standards.

- All playground equipment installed must have a minimum of 6 feet of clear space in all directions around the equipment or any other structure. This clear space shall be level, unobstructed, and free of any additional play equipment. Equipment with moving parts, such as swings and slides, may require larger safety zones depending on the dimensions of the equipment, in accordance with USCPSC playground standards and relevant ASTM industry standards. This includes proper consideration of hardware, and any wood used in the playground structures. The contractor shall submit a detailed drawing showing the placement of each piece of equipment, including the required safety zones between equipment, as described above.

- The contractor must ensure that all openings in the installed playground equipment are either

less than 3½ inches wide (to prevent children from inserting any part of their body) or greater than 9 inches wide (to allow safe passage of a child's head and body). All equipment selection and installation must comply with the safety guidelines outlined in the USCPSC Playground Safety Handbook.

- The following standards shall be followed for the installation of concrete footings for the playground equipment:

    - The concrete footings for playground equipment are a critical component in ensuring safe and stable installations. According to the United States Consumer Product Safety Commission's *Handbook for Public Playground Safety*, "When properly installed as directed by the manufacturer's instructions and specifications, equipment should withstand the maximum anticipated forces generated by active use, which might otherwise cause it to overturn, tip, slide, or move in any way." Secure anchoring is essential for stability, and since the required footing sizes and depths can vary depending on the type of equipment, the anchoring process must be carried out strictly in accordance with the manufacturer's specifications.

Soil & Footing Relationship:

When constructing a playground, the soil in the footing areas must be carefully inspected. Disturbed soil—such as dirt that has just been excavated—loses density when mixed with air. Loose soil has a lower bearing capacity than compacted soil and may compromise the stability of playground equipment. To assess the soil's ability to resist movement around footings, a penetrometer—a handheld, spring-loaded device that estimates soil pressure—usually provides an adequate measurement. Always ensure that loose soil is properly compacted and recognize that uncompacted or loose soil can create stress or damage to playground structures.

Playground Footing and Foundation Requirements:

- Footing Dimensions and Placement
    - Footing sizes must always meet or exceed the manufacturer's minimum recommendations and comply with applicable ASTM/industry standards.
    - For loose or weak soils, footings may need to exceed manufacturer recommendations to ensure stability.
    - Footing holes must be excavated straight down with a flat bottom, forming a 90-degree angle between the sides and bottom.
    - Each upright or play component installed in a footing must be centered to ensure uniform concrete coverage around the post.

- Subgrade Preparation
    - Proof-roll the subgrade using a pneumatic-tired roller to identify soft spots or areas of excessive yielding. Avoid proof-rolling wet or saturated soil.
    - Compact the subgrade to a minimum of 95% of maximum dry unit weight according to ASTM D698.

- Design Codes and Reference Standards

    - Structural Design: IBC 2018 and ACI 318-19 for reinforced concrete footings.
    - Wind Loads: Per ASCE 7-16, basic wind speed (3-second gust) = 51 m/sec.
    - Pre-Engineered Foundations: Drawings prepared by a licensed professional engineer retained by the manufacturer are acceptable.
- Soil and Drainage Requirements
    - Subgrade soils must be well-drained.
    - Site grading must provide adequate drainage away from the playground area.
    - Install a geotextile or appropriate weed-barrier fabric over the exposed soil to prevent plant growth and the migration of soil into the sub-base layer.

- Sub-Base Options
    - The contractor shall compacted aggregate for the sub-base. A minimum 4–6-inch layer of compacted crushed stones (e.g. ¾" crushed stones with fines) is recommended.
    - All sub-base installations must comply with ASTM and other relevant industry standards.
    - Edging/Curbing: Install a perimeter edge, such as concrete or plastic curbing wherever necessary, to contain the sub-base material and provide a clean, secure boundary for the rubber tiles.

Rubber Tile Installation

This phase involves the final laying and securing of the safety surfacing:

- Acclimation: Allow the rubber tiles to acclimate to the site's temperature and conditions before installation.
- Layout: Plan the tile layout carefully, especially around existing equipment posts, to minimize waste and ensure a tight fit.
- Installation: Lay the tiles over the prepared sub-base. Interlocking tiles are often used and may be loose-laid. For non-interlocking tiles or perimeter security, apply a polyurethane-based adhesive to the sub-base to prevent movement.
- Cutting and Fitting: Use a utility knife or hole saw to cut tiles around equipment posts or to fit the specific dimensions and borders of the playground area.
- Ramps and Edging: Install transition ramps or sloped edges around the perimeter of the installation to prevent tripping hazards and ensure ADA compliance.

Associated Work:

- The contractor shall perform all additional work necessary to successfully complete the playground renovation project, including site preparation, installation, and finishing of footings and subgrade systems.

4.0 CLEANUP AND WASTE DISPOSAL

- All items, including materials and tools, except construction waste or debris, shall be stored at the location designated by the Embassy.

- The worksite must be maintained in a clean, neat, and organized manner on a daily basis. The contractor shall thoroughly clean the worksite and remove all debris upon completion of the project.

- The contractor is responsible for the proper disposal of all removed materials, equipment, trash, and construction waste at a local government-approved facility, using appropriate dumpsters or vehicles. Under no circumstances shall construction waste or debris be disposed of on the Embassy compound or at any non-approved locations.

5.0 PRICING STRUCTURE

Contractor to submit **itemized cost breakdown** for:

- Demolition and site preparation
- Sub-base construction
- Rubber tile installation
- Each piece of new playground equipment

6.0 PROPOSAL REQUIREMENTS

The **Contractor Proposal Requirements:**

The contractor shall submit a complete and detailed proposal for the playground renovation project, including the following:

2. **Scope of Work**
    - Removal of existing playground equipment.
    - Surface preparation and construction of the sub-base.
    - Installation weed barrier fabric and protective flooring (e.g., rubber tiles).
    - Supply and installation of new playground equipment.
    - All proposed equipment and flooring must comply with applicable **CPSC, ASTM, and other relevant industry standards**.

3. **Playground Equipment Details**
    - List of all proposed new playground equipment with complete specifications.
    - Manufacturer's name, country of origin, and model details.
    - Confirmation of local availability or stated delivery lead time, if applicable.

4. **Drawings and Technical Documentation**
    - Complete structural drawings, including:
        - Foundations (dimensions and reinforcing steel details),
        - Anchoring details,
        - General construction notes.
    - Layout drawings showing:
        - Placement of each piece of equipment,
        - Required safety zones and clearances between equipment and surrounding structures.

- A consolidated project drawing showing the full playground layout with dimensions and clearances.

5. **Materials**
   - Specifications and technical data sheets for all materials proposed for use in the project.
6. **Project Execution Plan**
   - A clear and concise installation plan demonstrating compliance with applicable safety and installation standards.
   - A detailed project timeline (chronograph), indicating:
     - Mobilization date,
     - Start of onsite work following the Notice to Proceed,
     - Key milestones and completion date.
7. **Company Information**
   - List of company management, project manager, and project administrators assigned to the project.
8. **Relevant Experience**
   - List of similar successfully completed projects, including:
     - Project description and size,
     - Total contract value,
     - Date of completion,
     - Client references and points of contact.
9. **Warranty**
   - Minimum three (3) years warranty covering the installed playground equipment, workmanship, new rubber safety tiles, and concrete base.

10. **Cost Proposal**
    - Itemized cost breakdown for all components described in the Statement of Work (SOW), including:
      - Demolition,
      - Site preparation,
      - Sub-base installation,
      - Rubber flooring installation,
      - Playground equipment supply, and installation.

11. **Evaluation Criteria**

- Proposals that are incomplete or lack required documentation will be deemed **technically unacceptable** and will not be considered for evaluation.
- The Embassy will evaluate proposals and select the submission that is **technically acceptable with the lowest price**.

7.0 PERFORMANCE PERIOD

The Embassy and contractor shall agree to a fixed performance period. Onsite execution must begin promptly upon issuance of the **Notice to Proceed**.

A few sample images that meet USCPSC standards are below:

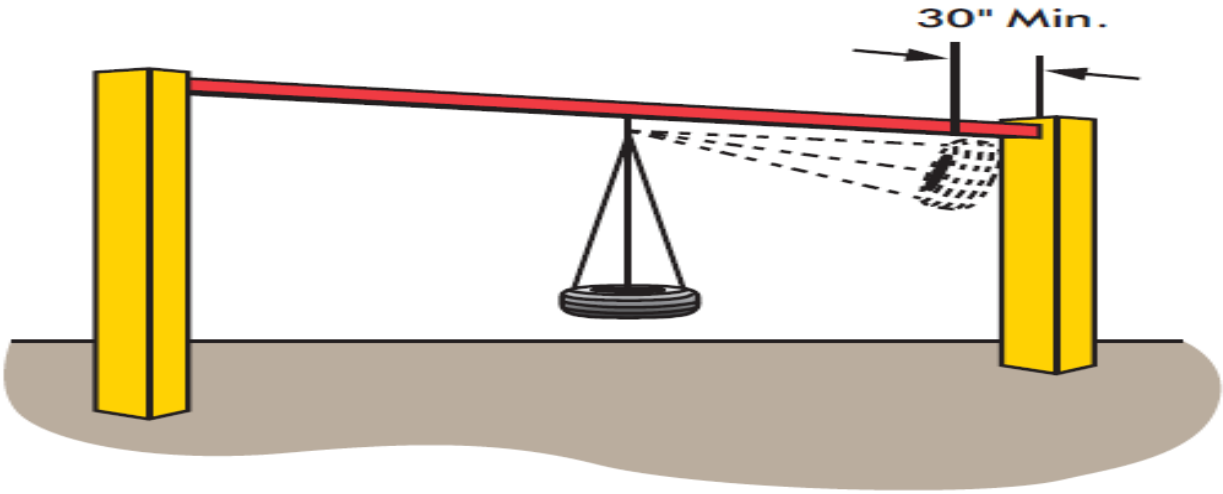


Figure 26. Multi-Axis Swing Clearance

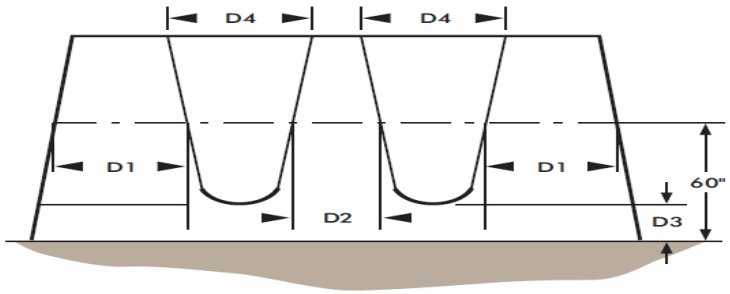
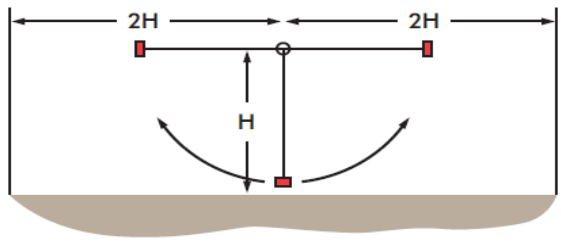


Figure 23. Minimum Clearances for Single-Axis Swings

Table 7. Minimum clearance dimensions for swings

Reason	Dimension	Toddler Full bucket	Preschool-age Belt	School-age Belt
Minimizes collisions between a swing and the supporting structure	D1	20 inches	30 inches	30 inches
Minimizes collisions between swings	D2	20 inches	24 inches	24 inches
Allows access	D3	24 inches	12 inches	12 inches
Reduces side-to-side motion	D4	20 inches	20 inches	20 inches



Denotes Use Zone with Protective Surfacing

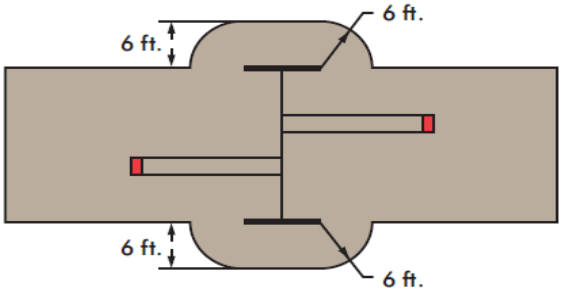
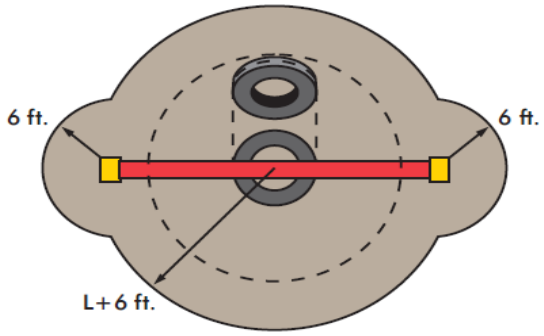


Figure 25. Use Zone for Single-Axis Belt Swings



Denotes Use Zone with Protective Surfacing

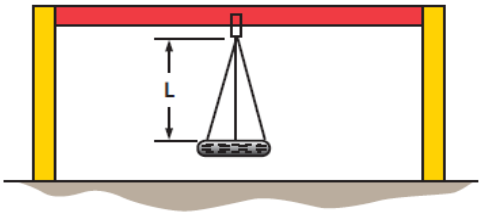


Figure 27. Use Zone for Multi-Axis Swings

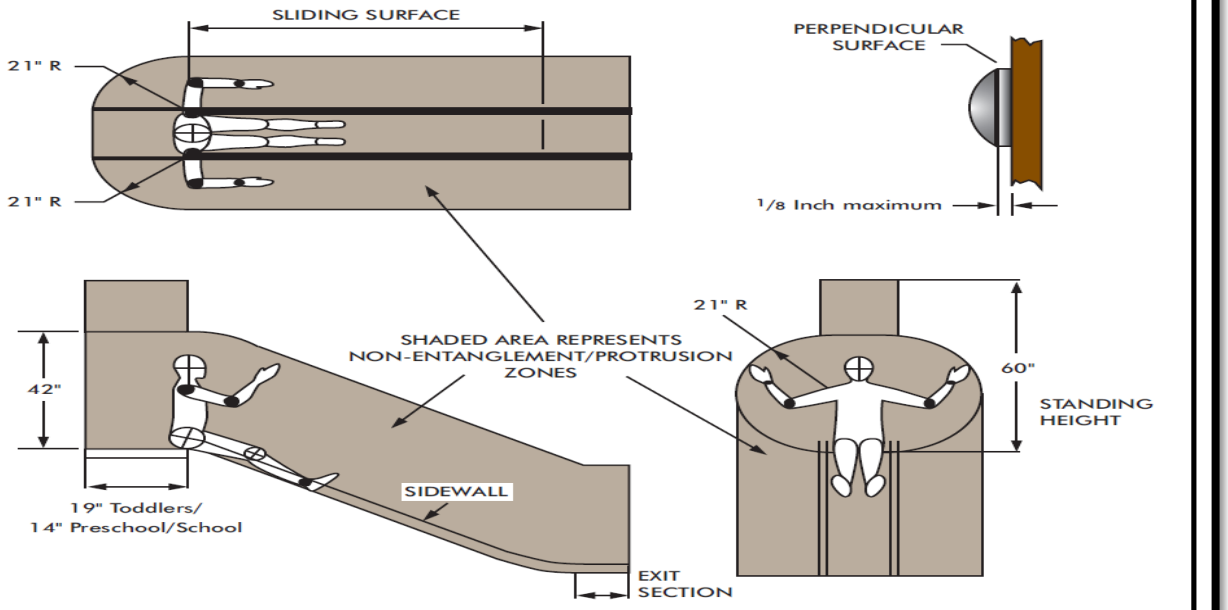


Figure B13. Recommended areas to test for slide entanglement protrusions

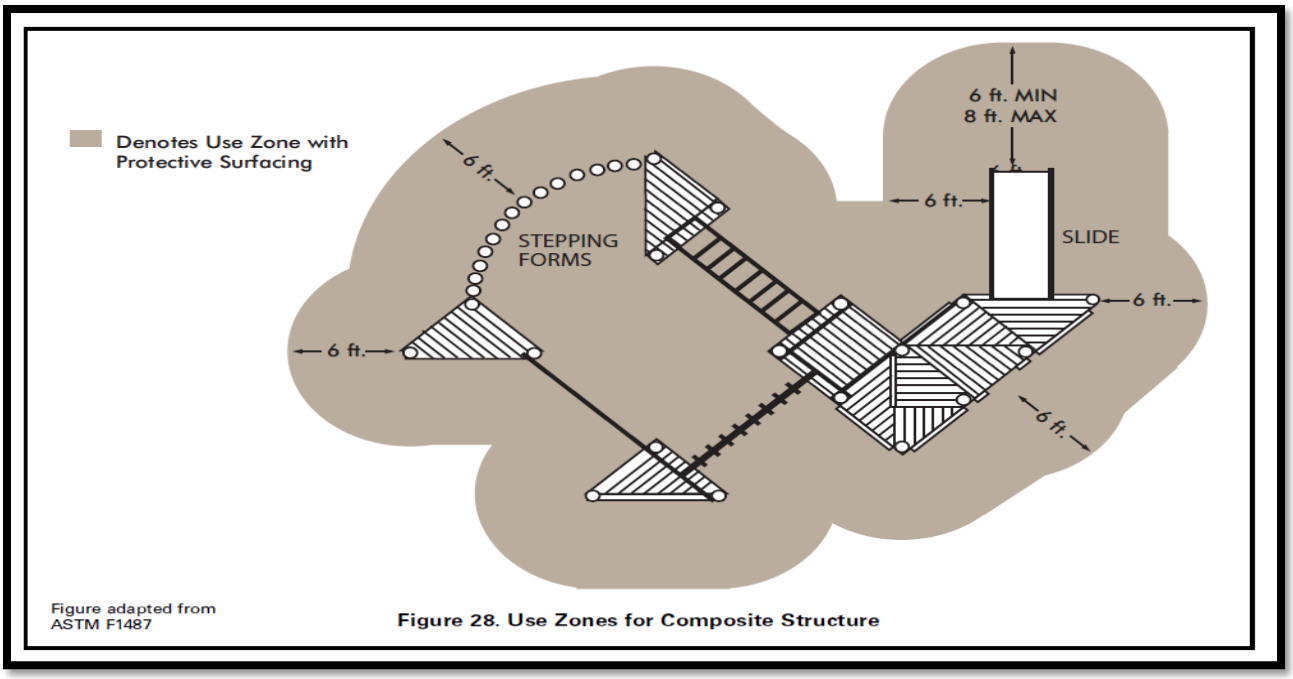


Figure adapted from ASTM F1487

Figure 28. Use Zones for Composite Structure

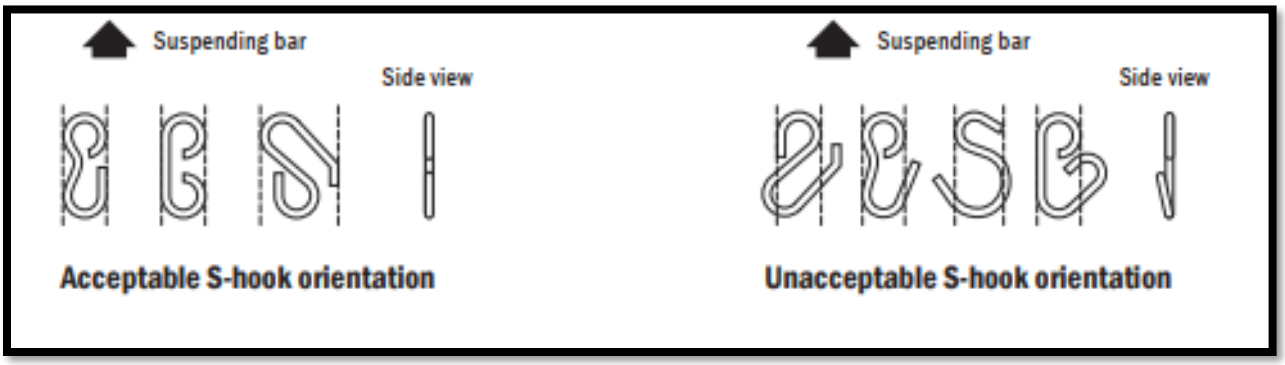
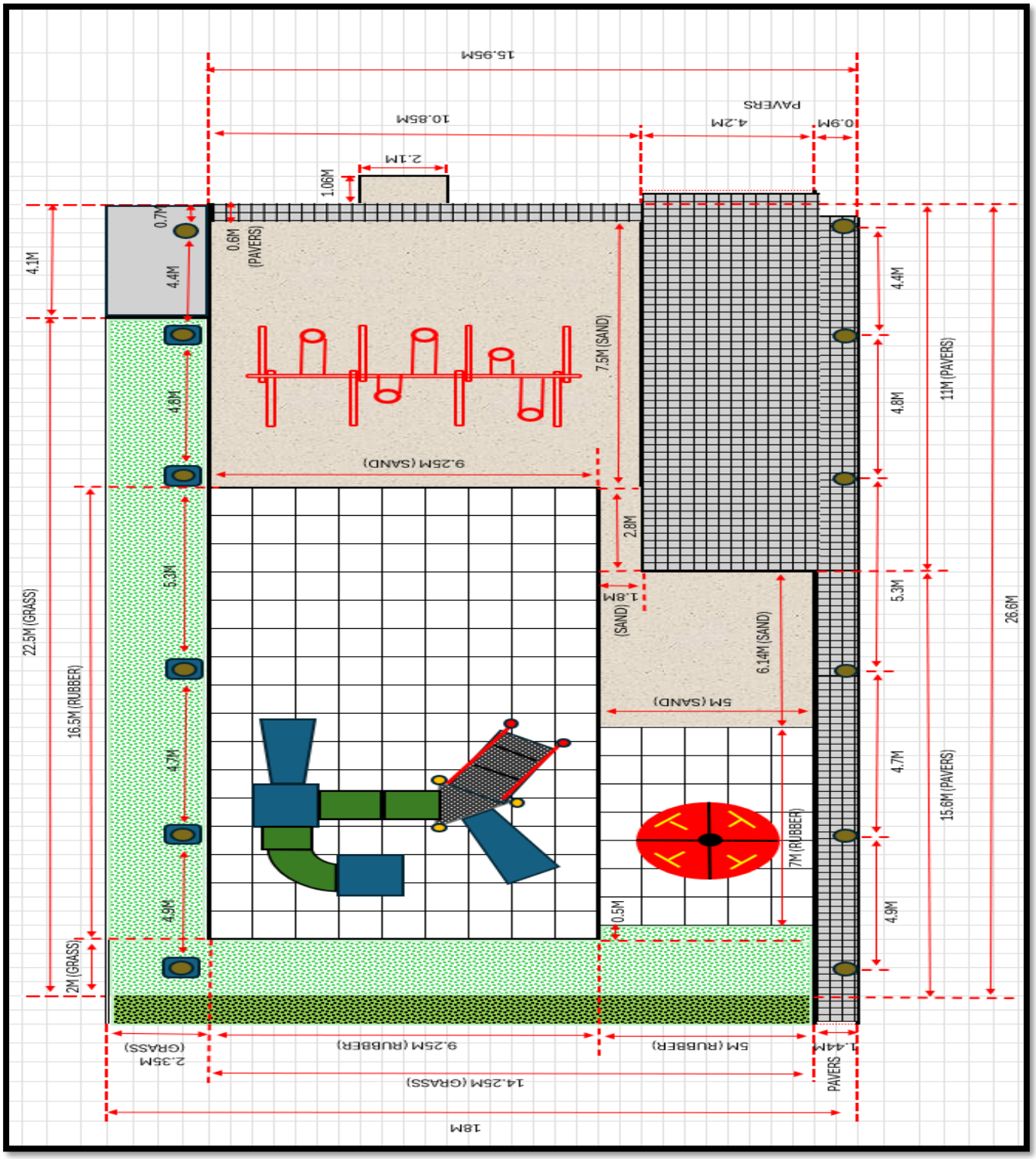
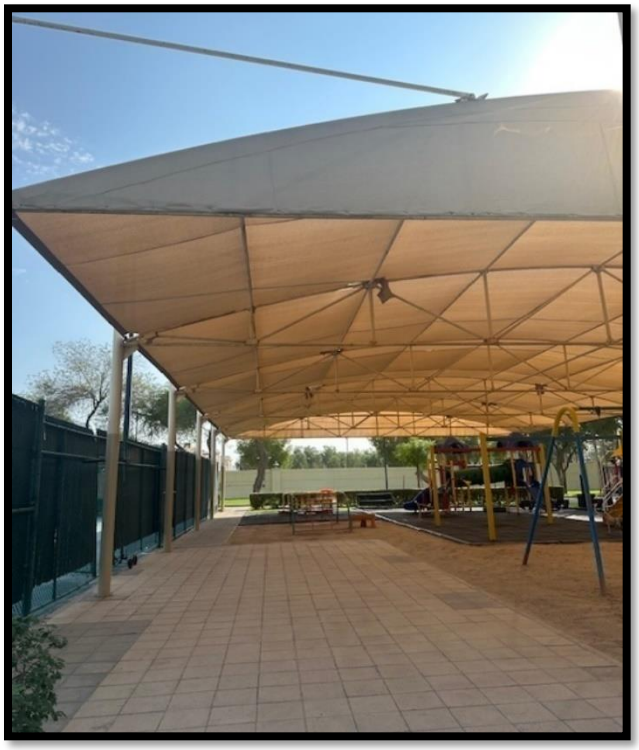


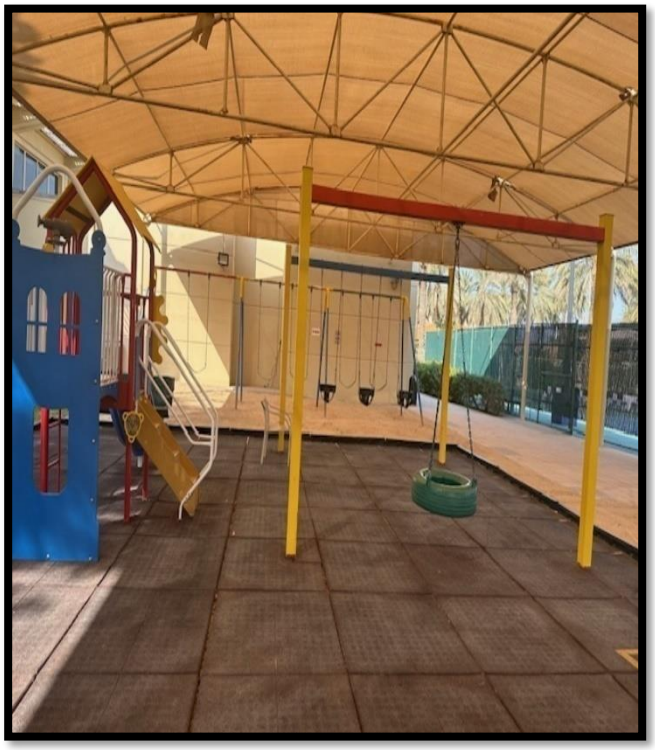
Figure 24. Example of full bucket seat swings

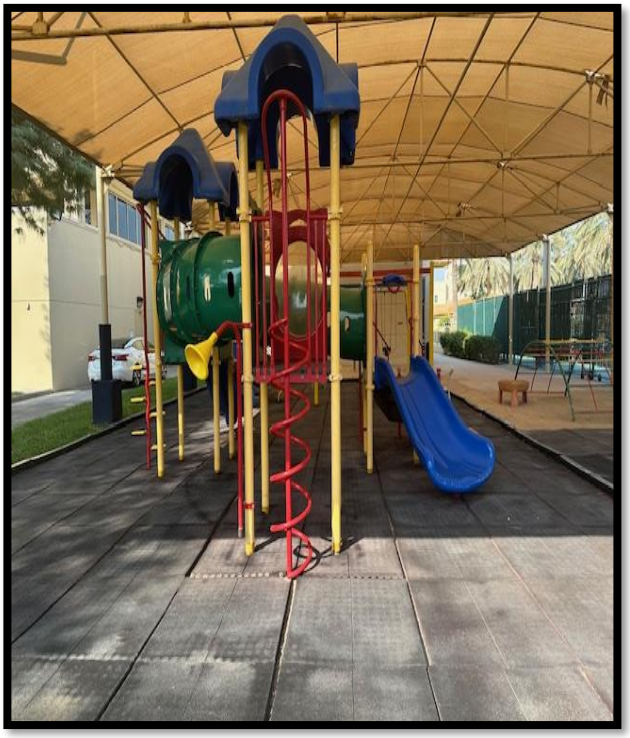
The rough layout of the playground that shows the dimensions is as follows:

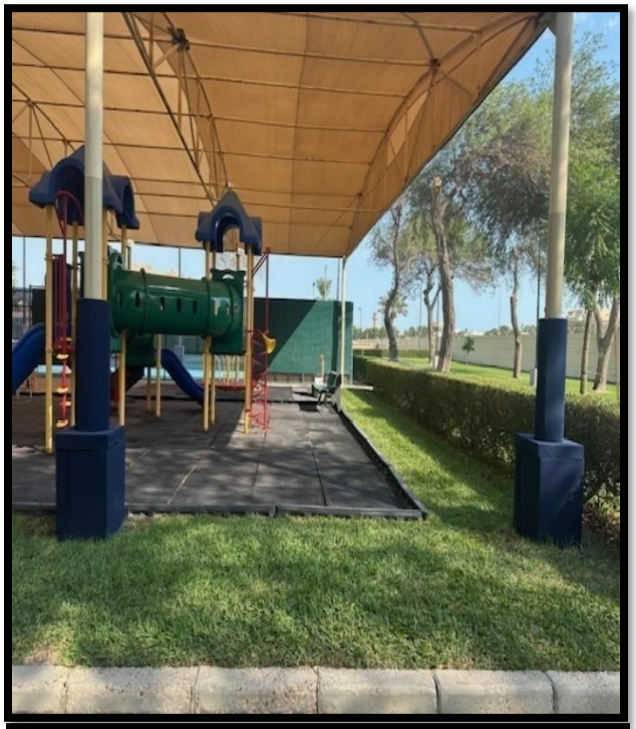


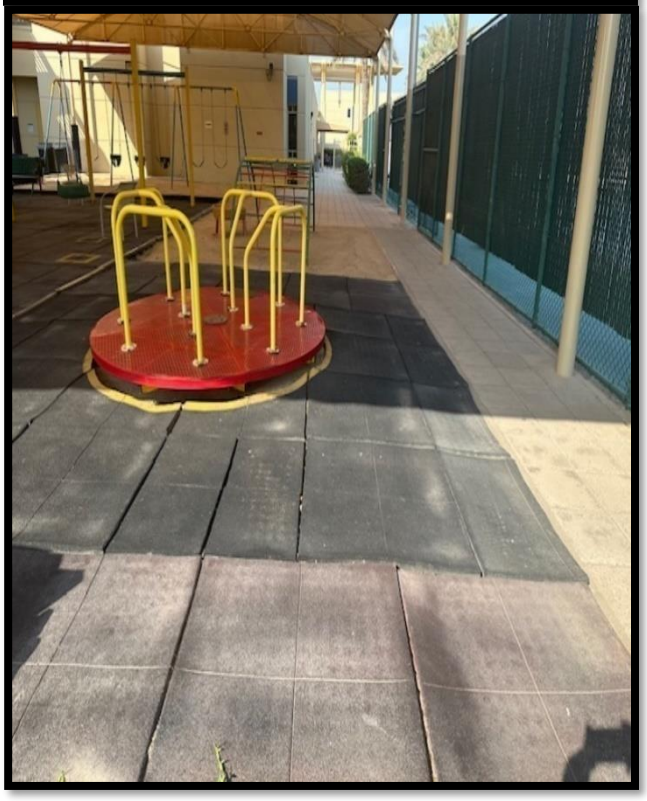
The attached are some pictures of the existing playground:

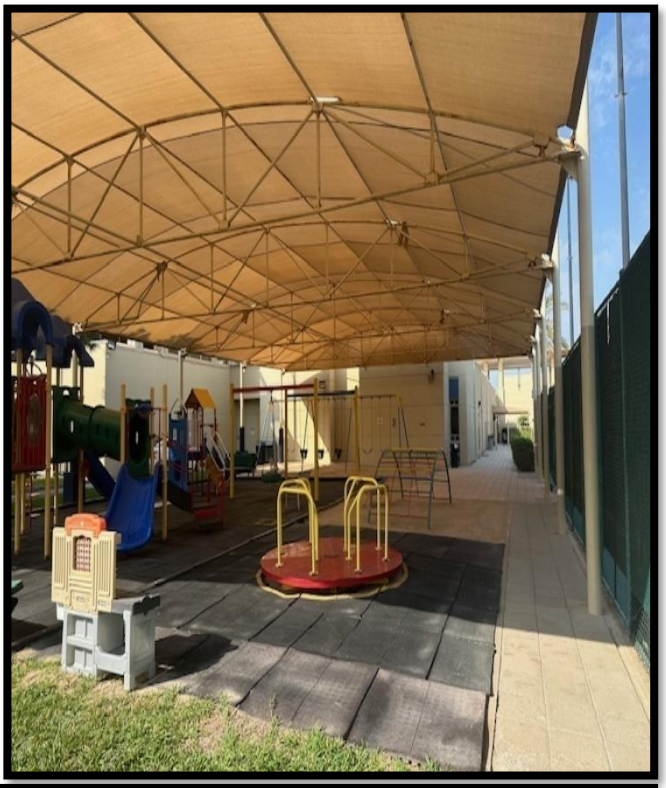


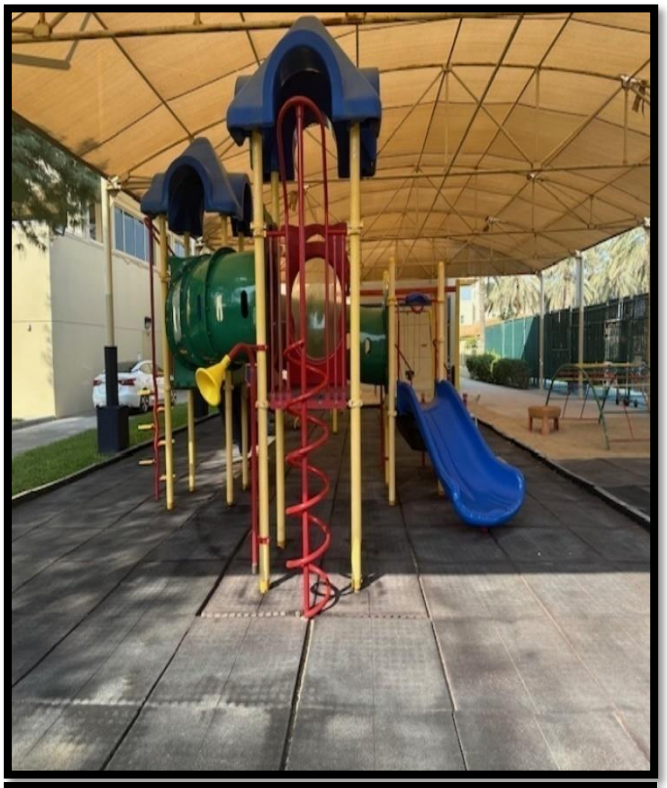


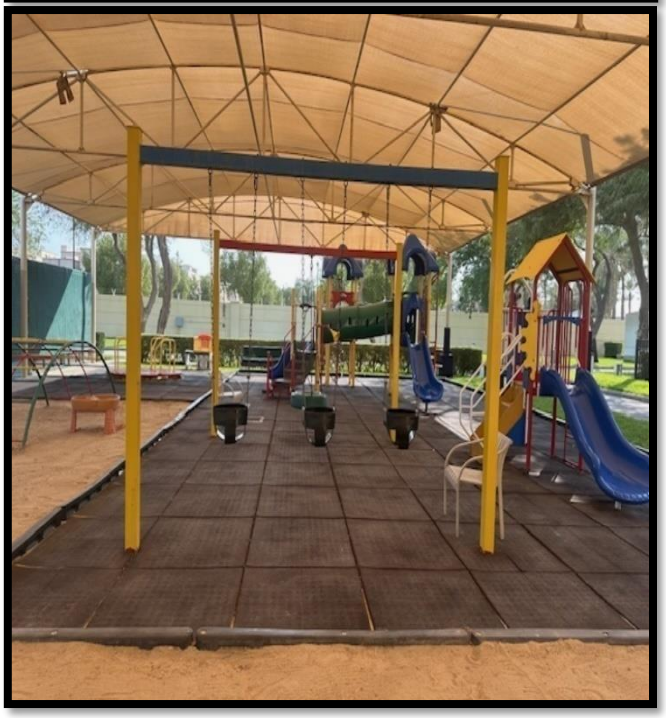


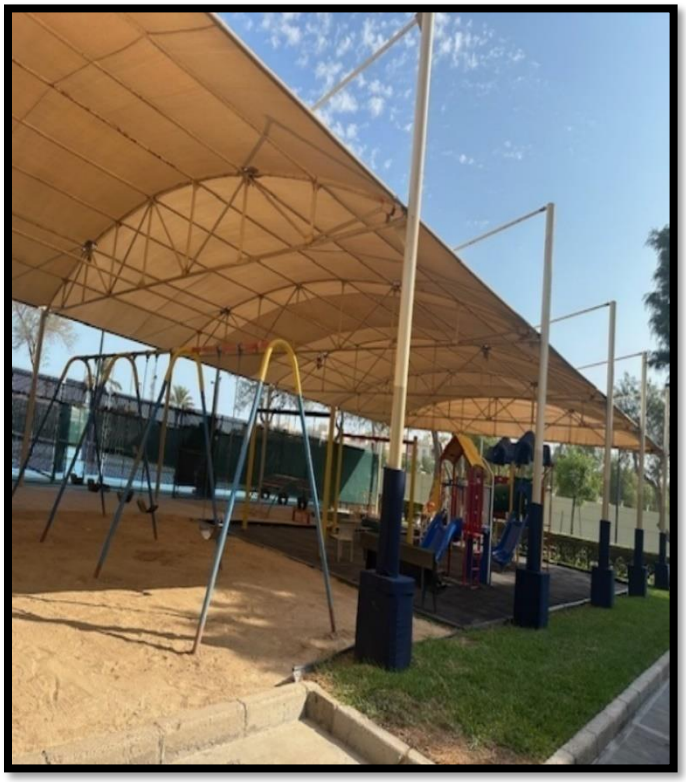


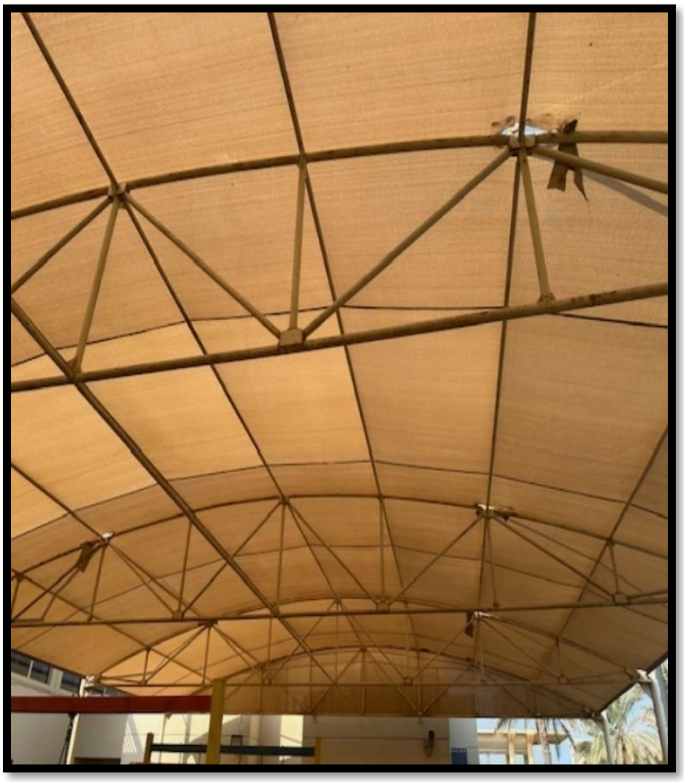












A sketch and list of playground equipment components illustrating the Embassy's recommended equipment to be installed are attached. These sketches and lists are provided for reference only and represent the Embassy's recommendations.

The contractor shall be fully responsible for proposing the complete playground equipment system, including detailed specifications, product data, and site/layout drawings. The proposed equipment may be the referenced products or equivalent, provided it meets all standards specified in this scope.

All proposed equipment and layouts shall comply with applicable industry standards and safety requirements, including required clearances and safety zones, where applicable.

8.0 CONTRACT ADMINISTRATION:

8.1 The Embassy makes no representations or warranties of any kind, whether express or implied, regarding the quality, completeness, accuracy, or conformity with the

standards, codes, and requirements referenced in or applicable to this SOW, nor regarding the degree of coordination among the documents provided to the Contractor.

8.2 The Embassy reserves the right to inspect and test all services required under this contract, to the extent practicable, at any time and location during the term of the contract. The COR, Facility Manager, or POSHO shall conduct quality assurance inspections (QAI) and tests during installation to verify that the work is performed in accordance with the Statement of Work (SOW).

9.0 RESPONSIBILITY OF THE CONTRACTOR:

9.1 The Contractor shall be responsible for ensuring the professional quality, technical accuracy, and proper coordination of all construction and related services provided under this contract. The Contractor shall, at no additional cost, promptly correct or revise any errors or deficiencies in the services to the satisfaction of the Embassy and Facility Management (FAC).

9.2 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.

9.3 The Contractor is responsible for the 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 COR/Embassy.

9.4 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. The contractor is responsible for restoring any damaged or impacted landscaping, irrigation system, lighting, utilities, and other structures in and around the Embassy compound during the playground renovation/construction.

10.0 CONSTRUCTION REQUIREMENTS:

10.1 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.

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

10.3 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.

11.0 DELIVERABLE SCHEDULE

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

12.0 SECURITY

This is a non-classified project. The work to be performed under this contract requires the Contractor to identify all employees, approved subcontractors (if any), and vehicles to be used during the project in order to obtain authorization for entry into the Embassy compound. The Contractor shall submit, in advance, a complete list of all personnel and vehicles in accordance with the requirements set forth in Clause 9.

All vehicles, personnel, equipment, tools, and materials required for the project are subject to security clearance and inspection at designated personnel and vehicle screening checkpoints prior to entry onto the Embassy project site. The security screening process requires additional time and is dependent upon the volume of personnel and vehicle traffic at the Embassy's back-entrance security checkpoints.

13.0 GENERAL INFORMATION

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

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

14.0 SAFETY

The contractor shall be required to take all necessary safety precautions to include but not limited to the following:

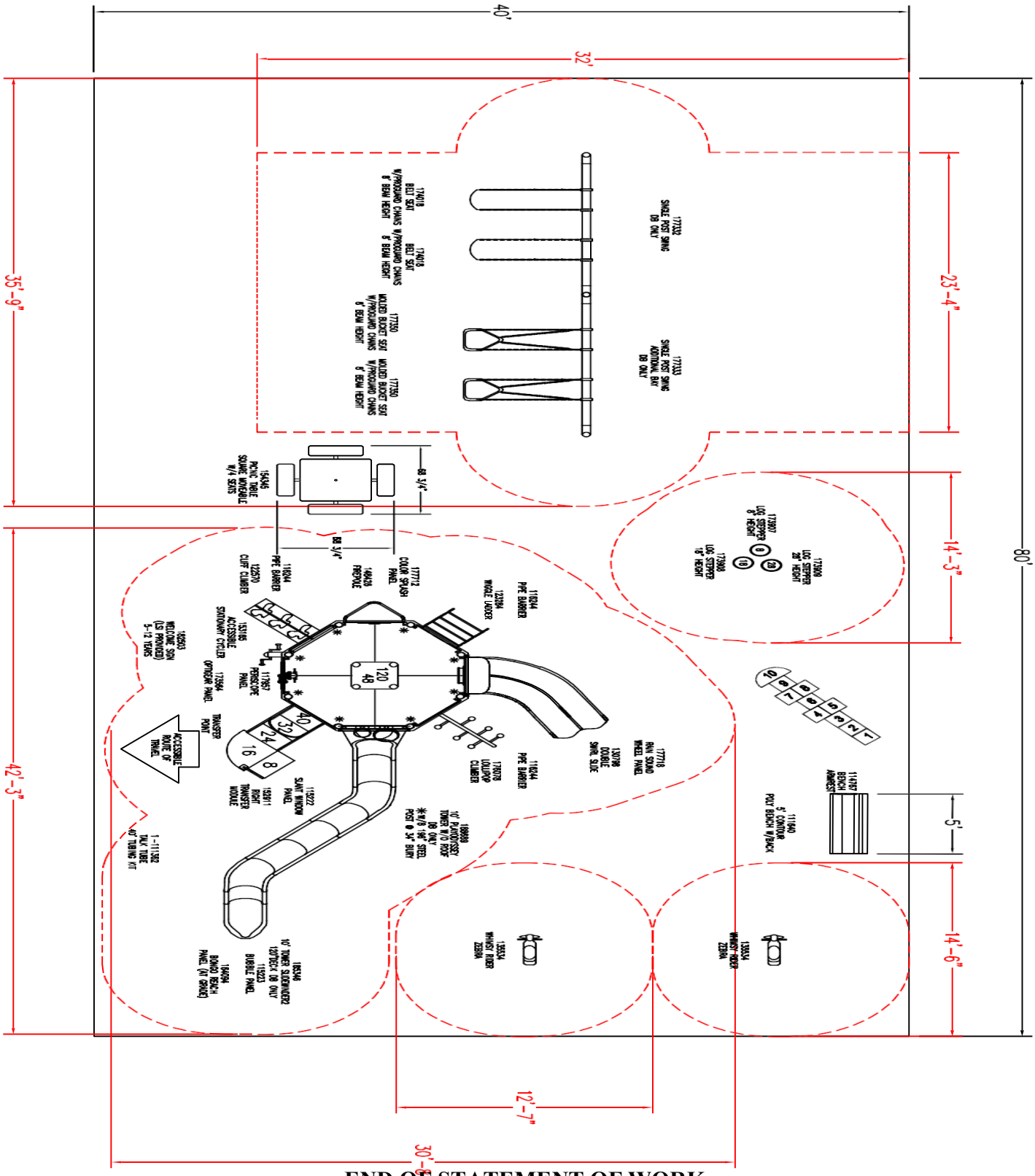
- Barricading work area to prevent unauthorized personnel from accessing the work site. Barricading shall be installed by the contractor to protect the pedestrian traffic, which includes the work site, and surrounding and staging areas.
- Place appropriate signage to indicate unsafe areas.
- All workers shall wear appropriate personal protective equipment (PPE) as needed to perform assigned tasks including, but not limited to the following:
    - safety shoes
    - safety glasses and face shields

- dust masks and respirators
- head protection
- hand protection
- hear protection
- welding safety gears if required
- fall protection equipment – full body harness, hard hats if any when working on elevated platforms
- any other safety gear as appropriate

- The contractor shall comply with all applicable safety requirements, including those set forth by OSHA, the U.S. Army Corps of Engineers EM 385-1-1, and any additional safety procedures or guidelines referenced in the solicitation documents.
- Any workers without appropriate safety gear or PPE will not be permitted to work at the Embassy.
- The worksite shall be kept clean and organized during the project and all debris and trash shall be removed from the worksite at the end of each workday.
- Power equipment shall not be left unattended without being disconnected from its power source. All power tools should have proper guards in place when being used.
- All power cords and equipment shall have proper earthing and shall be in good working condition.
- COR/POSHO or his/her authorized representatives shall be able to inspect all tools and materials at any time.
- Tools shall be securely stored only in a location approved by the COR/POSHO.

15.0 INSPECTION & ACCEPTANCE

The project, services performed, and all materials or supplies used in its execution shall be subject to inspection by the COR, POSHO, or their authorized representatives to verify that the work has been completed satisfactorily and that all materials meet acceptable quality standards. The contractor shall promptly correct or remedy any work or conditions deemed unacceptable within the scope of this project



END OF STATEMENT OF WORK

ATTACHMENT B

U.S. Embassy-Kuwait
Facility management

The contractor's general responsibilities For embassy managed construction projects

1. PURPOSE

To notify the contractors of their general responsibilities related to Safety and Health for the Embassy managed construction projects as listed as below:

Project – Renovation of the Embassy Playground

Extra or different requirements will be established directly by the Contracting Officer's Representative (COR) or the Post Occupational Safety and Health Officer (POSHO) to ensure all safety requirements are followed and to share any related information as required. All contractor personnel shall meet contract specifications. The COR or POSHO or his authorized designee can stop any work in case safety guidelines are not followed.

2. GENERAL

The following is required by the contractor and their sub-contractors:

2.1 The contractor must demonstrate understanding of his responsibilities related to the safety requirements by addressing hazards in the planning processes and preconstruction meetings.

2.2 Prior to starting a project, the contractor is required to review the work site and identify hazards that may occur while performing the job.

2.3 Prior to starting a project, the contractor shall contact the CO or COR to ensure that they have received all pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.

2.4 Per Embassy policy, the contractor must provide their workers with safe and healthful conditions of employment.

2.5 The contractor is expected to provide a "competent person" to implement the 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 person assigned to oversee the project shall speak English. The contractor shall complete the attached hazard analysis form wherever necessary.

2.6 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 laws and regulations (Policy attached).

2.7 The contractor shall ensure proper safety, health. and environmental requirements of EM 385-1-1 (U.S. Army Corps of Engineers Safety & Health Requirements Manual) applicable to their project are followed.

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

3. BARRICADING AND FENCING

The contractor has the responsibility to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities. Barricades act as warning devices, alerting others of the hazards created by construction activities, and should be used to control vehicular and pedestrian traffic safely through and around the work site.

THE CONTRACTOR IS REQUIRED TO:

3.1.1. Erect and maintain for the duration of the contract proper barricades, including fencing material, traffic cones, caution tape, and temporary curb ramps complying with all access codes and regulations at all closed crosswalks and existing closed curb ramps.
3.1.2. Obtain all applicable permits required by the regulations.
3.1.3. Furnish, erect, and maintain all necessary signs, barricades, lighting, fencing, bridging, and flaggers that conform to the requirements set forth by Occupational Safety and Health Administration (OSHA).
3.1.4. Ensure that no construction materials are stored and/or placed on the path-of travel.
3.1.5. Maintain the construction barriers in a sound, neat, and clean condition.
3.1.6. Not occupy public sidewalks except where pedestrian protection is provided. The contractor shall not obstruct free and convenient approach to any fire hydrant, alarm box, or utility box.
3.1.7. Remove barriers and enclosures upon completion of the work in accordance with applicable regulatory requirements and to the satisfaction of the owner.
3.1.8. Provide protection for pedestrians consistent with all local codes, including the Americans with Disabilities Act (ADA) that can be read at http://www.ada.gov/pubs/adastatute08.htm#top

4. HAND AND POWER TOOL SAFETY

The contractor has the responsibility to provide safe working conditions of tools and equipment.

The contractor is required to:

4.1.1. Ensure the safety of tools and equipment used by its workers.
4.1.2. Inspect at regular intervals and maintain in good condition all tools in accordance with the manufacturers' specification.
4.1.3. Ensure that all operating and moving parts operate and are clean.
4.1.4. Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
4.1.5. Ensure that tools are used for their intended purposes.
4.1.6. Ensure that all workers receive instruction on regulations and the safe use of each power tool.
4.1.7. Provide owners' manuals including manufacturer's specifications and suggested work practices and make the manuals available upon request to all workers required to use the equipment.

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Purpose: To inform contractors of their responsibilities under the Embassy's personal protective equipment standard while performing work at the Embassy.

Contractors are required to comply with the following provisions:

- Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation, or physical contact.
- Each affected worker shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Each affected worker shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors and when such hazards cannot be reduced or eliminated by effective engineering controls.
- Each affected worker shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near expose electrical conductors which could contact the head.
- Each affected worker shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such worker's feet are exposed to electrical hazards.

- Each affected worker shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
- Each affected worker shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
- Contractors shall provide training and upon completion, each worker shall be tested, and certified in writing by the trainer. If at any time the trained worker changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the worker shall be re-trained and re-certified.

6. NOISE

Purpose: To inform contractors of their responsibilities to their workers and the Embassy community with respect to construction generated noise pollution. Embassy may impose additional time limitations on particular projects expected to make noise.

Use for any construction project that generates noise; the Contractors are required to:

- Identify noisy equipment and noisy operations and plan their work to provide maximal noise protection to workers and the community.
- Schedule noisy operations during off hours if possible. Noisy construction or demolition can be performed only during the hours of 7:00 am through 7:00 pm on weekdays, and the generated noise cannot exceed 80 dB except for pile driving.
- Provide a plan for how a contractor will comply with these regulations to the COR or POSHO in advance of the project.
- Erect barriers to isolate occupied space from noisy operations when required.
- Implement a hearing conservation program when workers are exposed to 80 dB or more in an 8 hour day. These programs include annual audiometric testing and require hearing protection devices, such as earplugs.
- Implement engineering or administrative noise controls when exposure exceeds 85 db. Engineering controls include redesigning the space to reduce machinery noise, replacing machinery with quieter equipment, enclosing the noise source, or enclosing the noise receiver. Administrative controls include mandating the length of time an employee can be exposed to a particular noise source.

7. FALL PROTECTION

The contractor has the responsibility to provide safe conditions when performing work at elevated surfaces (unguarded locations above six feet) at Embassy. Such locations may include but are not limited to the following:

- Portable and fixed ladders

- Aerial lifts
- Scaffolds
- Roofs
- Elevated work locations and platforms

The contractor is required to:

Contractors are required to:

- Reduce the hazards associated with falls.
- Control falls hazards first through engineering controls.
- Institute personal fall arrest systems, administrative controls, and training when engineering controls are not feasible.
- Have a formal fall protection program in accordance with OSHA requirements or equivalent as determined by the POSHO
- Have the necessary fall protection equipment to safely perform the job.
- Have workers properly trained in the use of fall protection equipment.
- Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.

8. SCAFFOLDING

Purpose: To inform contractors of their responsibilities when using, erecting, and breaking down scaffolding.

Contractors are required to:

- Understand and comply with the Post's Contractor Safety Program and propose scaffolding structure that is equivalent to those required by OSHA or accepted by POSHO or COR.
- Ensure all employees have received training in the use of scaffoldings.
- Contact the COR or POSHO with questions regarding safety and required precautions

Contractors are also required to ensure that scaffolding is:

- Erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
- Erected on sound and rigid footing, capable of carrying the maximum intended load without settling or displacement.
- Securely fastened with all braces, pins, screw jacks, base plates, and other fittings installed as required by the manufacturer.
- Limited to authorized personnel only, especially after working hours.
- Equipped with standard guardrails and toe boards on all open sides and ends of platforms four (4) to ten (10) feet in height.

- Provided with a screen with maximum ½ inch openings between the toe board and the guardrail, where persons are required to work or pass under the scaffold.
- Replaced or repaired immediately if scaffolding and accessories have any defective parts.
- Provided with an access ladder or equivalent safe access.

The contractor shall ensure that the planking be:

- Scaffold grade or equivalent.
- Overlapped a minimum of 12 inches or secured from movement.
- Extended over their end supports for less than 6 and never more than 12 inches.

9. HAZARDOUS WASTE MANAGEMENT

Purpose: To inform contractors of their responsibilities under Department's Hazardous Waste Management Program when handling, storing, transporting, and disposing of hazardous wastes generated at the Embassy.

The hazardous wastes associated with the construction including but not limited to: adhesives, cements, lubricants, spill residues, used oil, cleaning supplies, solvents, paints, paint thinners, empty cylinders, pipes, and drywalls are generated.

Contractors are required to:

- Identify any potentially hazardous wastes associated with the planned work activity prior to commencing work.
- Implement their own hazardous waste and employee training programs for the specific materials identified.
- Ensure no wastes are abandoned in place.
- Notify the COR or POSHO prior to the transportation, handling, storage, and disposal of all solid and hazardous wastes potentially generated as part of the proposed work activities.
- Comply with all local and Department's Hazmat and Environmental Services policies and procedures.
- Forward copies of all transportation, handling, storage, and disposal records including but not limited to Hazardous Waste Manifests, DOT Permits, and Disposal or Recycling certificates to the COR.

10. HAZARD COMMUNICATIONS

Purpose: To inform contractors of their responsibilities under the Department's hazard communication policy regarding potentially hazardous materials present on construction sites and in posts buildings.

Contractors are required to:

- Maintain an effective hazard communication program.
- Ensure that COR or POSHOs disclose known site-specific hazards such as the presence of chemical, radiological, or biological materials to post managed construction contractors.
- Maintain and have accessible copies of Safety Data Sheets (SDSs or equivalents) for hazardous chemicals brought onto Embassy property.
- Forward SDSs of hazardous materials (that produce strong odors) to the COR or POSHO for review.
- Use and store all hazardous or flammable chemicals, liquids, or gases brought onto the project site in approved containers conforming to Embassy's and applicable local regulations.
- Secure permits, if applicable, for the temporary storage of hazardous materials on the project site.
- Ensure that spills of hazardous materials are contained and cleaned-up immediately and that all necessary means and materials are maintained at the work site to accomplish this task.
- Notify the COR or POSHO immediately of a hazardous material spill.
- Report to COR or POSHO immediately the discovery of any hazardous materials which has not been rendered harmless.

11. ELECTRICAL SAFETY

Purpose. To inform contractors of their responsibilities when performing work that may impact electrical systems on embassy properties.

Such activities include, but are not limited to:

Installation of electrical systems, components, machinery, and equipment. • Alterations of electrical systems, components, machinery, and equipment. • Maintenance of existing systems and equipment. • Demolition of existing systems. • Temporary planned outages. • Tests and diagnostics.

Contractors are required to:

- Identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- Notify the COR or POSHO and the Project Manager of impact activities prior to the start of work.
- Coordinate planned outages with COR or POSHO and the Project Manager.
- Ensure all workers performing impact activities have received sufficient training in compliance with Embassy's, Department's and local regulations.
- Ensure all workers are provided adequate personal protective equipment as required by the regulations mentioned below.

- Ensure all work is performed in accordance with the guidelines of federal and
- Ensure all work is performed in accordance with the guidelines of federal and local regulations list below:
- Follow Lock-Out/Tag-Out procedures for the Control of Hazardous Energy as specified in the OSHA 29 CFR 1910.147 Standard, and in the Embassy's Lock-Out/Tag-Out program.

12. LOCKOUT / TAGOUT

Purpose: To inform contractors of their responsibilities when performing lockout/tagout activities at Embassy to ensure all persons potentially affected by de-energizing or re-energizing of building systems are properly protected and notified.

This is required when electrical, pneumatic, mechanical, thermal, hydraulic, and chemical energies are found that must be controlled to prevent serious or fatal injuries.

Contractors are responsible for the following:

- Having a lockout/tag out program prior to performing work.
- Having trained workers prior to performing work.
- Understanding and complying with the Embassy's lockout program.
- Informing the COR and POSHO if their program deviates from the Embassy program.
- Coordinating with the COR and POSHO prior to performing lockout/tag out activities.
- Providing their own lockout/tag out equipment that meets OSHA standards.
- Performing lockout/tag out activities in accordance with OSHA standards.
- Following special procedures for jobs requiring multiple lockout devices and those involving shift or personnel changes.

The contractors will not be permitted to work on any energized circuits while working in any embassy managed projects.

13. HOT WORK PERMIT

Purpose: To inform contractors of their responsibilities when performing hot work activities at the Embassy. The hot work permit is designed to reduce the potential of an uncontrolled ignition of materials in a hot work area.

This is required when contractor's work involves heat, flame, sparks, or smoke. Examples of hot work include but are not limited to brazing, cutting, grinding, soldering, gas or arc welding, and torch-applied roofing. Hot work permits are not required during the construction of new facilities or renovations of unoccupied existing facilities.

Contractors must be responsible for the following:

- Understanding and complying with the Embassy hot work permit program.

- Having trained workers and approved fire prevention equipment on site prior to performing work.
- Obtaining a hot work permit from the COR or POSHO prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.
- Coordinating with the COR or POSHO the temporary shutdown of localized fire systems to prevent possible fire alarm activation and disruption of normal business operations.
- Posting the hot work permit at the job site in an accessible and conspicuous location.
- Submitting the hot work permit to the COR or POSHO at the completion of the activity.
- Conducting their hot work activities in a sound fire safe manner and following the precautions outlined on the hot work permit.
- Assuring that a firewatcher remains on the job for 60 minutes after the completion of the hot work.

14. TRENCHING AND EXCAVATIONS

Purpose: To inform contractors of their responsibilities while performing trenching and excavation operations at the Embassy. This is required when drilling, digging, and trenching are performed.

Contractors must apply the following safety controls:

- Before any excavation work begins, underground utilities shall be identified and the location marked of underground pipes, electrical conductors, any other structures.
- Evaluation is required of the trenching site by a "competent person" who knows and is trained to identify soil types, proper protective systems, and hazardous conditions.
- Contact local authorities for procedures and notification requirements.
- Conduct a daily inspection of the excavation and the adjacent areas prior to work and as needed during the workday. If there are any unsafe conditions, work shall stop in the excavation and personnel removed until the problems are corrected.

- Monitor and recognize hazardous atmospheres and conditions such as vibration, external loads, weather conditions, ground water conditions, and confined spaces.
- Check all protective material or equipment for any damage.
- When excavations are deeper than 4 feet, ladders or steps shall be located so that a worker does not need to travel more than 25 feet in the excavation before being able to exit. See OSHA's confined space standard 29 CFR-1910.148 for testing before workers enter excavations greater than 4 feet in depth.
- Each worker in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with OSHA Standard 1926, Subpart P.
- Examination of the ground by a competent person for excavations less than five (5) feet in depth must present no indication of a potential cave-in hazard. If a cave-in hazard exists, protective systems are required.
- When excavations are deeper than five (5) feet, the sides shall be provided with a protective system (shored, braced, or sloped sufficiently) to protect against hazardous ground movement.
- When heavy equipment will be operated nearby, the shoring or bracing shall be able to withstand this extra load regardless of the depth of the excavation. For any excavation that a

person will enter, all dirt, debris, and excavation material shall be effectively stored or retained at least two (2) feet from the edge of the excavation.

- Adequate protection from hazards associated with water accumulation should be in place before working in excavations.
- Signs and Barricades shall be displayed at all excavation/trenching sites.
- All excavations into which a person could fall or trip shall be guarded. While work is being performed in or near the opening, the guards surrounding the area shall be maintained.
- Barricades at least 3 to 5 feet high shall be spaced no further than ten (10) feet apart and yellow and black "Caution, Do Not Enter" construction tape shall be stretched securely between the barricades.
- A registered professional engineer (or equivalent) shall design excavations more than twenty feet deep.
- Excavations should be covered and not left open overnight.

15. POWERED INDUSTRIAL LIFT TRUCKS

Purpose: To inform contractors of their responsibilities with respect to industrial lift trucks, their operations and maintenance.
This is required when contractors use fork trucks, tractors, platform lift trucks, motorized hand trucks, and other specialized industrial trucks powered by electric motors or internal combustion engines.

Contractors are required to ensure:

- Vehicles are inspected daily at the beginning of the work shift. Inspections must be documented and made available upon request.
- Workers obey all safe operating procedures.
- Powered industrial lift truck drivers shall be trained by a competent person for each type of equipment they operate at a level equivalent to the OSHA requirements.
- Any power-operated industrial truck not in safe operating condition shall be removed from service.
- Only authorized personnel shall make all repairs.
- Only parts equivalent to those used in the original design shall replace all parts of any such industrial truck requiring replacement.
- No passengers are allowed to ride on a powered industrial truck. No person shall be allowed to stand or pass under the elevated portion of any truck, whether loaded or empty.
- Unauthorized personnel shall not be permitted to ride on powered industrial trucks.
- Operators will sound the horn and use extreme caution when meeting pedestrians, making turns, and traveling through doors.
- When loading trailers, dock plates will be used. Operators will assure dock plates are in good condition and will store on edge when not in use.
- Operators are instructed to report all accidents, regardless of fault and severity.

16. LEAD-BASED PAINT

Purpose: To inform contractors of their responsibilities under the Embassy's Lead Management Program and to provide guidelines to contractors who may potentially impact lead-based paint at the Embassy. These are not specifications for lead-based paint abatement.
This is required when Embassy managed construction involves manipulation and/or demolition of painted surfaces.

Contractors are required to:

- Request from the Project Manager or the COR the location of lead-containing building materials in the work area.
- Provide COR or the CO with lead-safe work practices pertaining to the project.
- In the event that lead-based paint is impacted, take all necessary precautions to protect Embassy employees, families, and visitors from the exposure to lead dust or contamination. Such measures may include using plastic sheeting to isolate the work area, using wet techniques, and/or using a HEPA vacuum.
- Ensure that construction dust does not enter occupied space, HVAC system, or other work areas.

17. CONFINED SPACE ENTRY

Purpose: To inform contractors of their responsibilities during confined space entry activities at the Embassy. Confined space is defined as any space that:

(1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and
(2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and (3) Is not designed for continuous employee occupancy.

Use anytime you may have confined space in your construction project. Types of confined space entries may include but are not limited to telecommunication manholes, HVAC systems, sewer manholes, sewage ejection chambers, steam manholes, crawlspaces, boilers, tanks, and water-meter manholes.

The contractor is required to:

- Identify permit-required confined spaces.
- Evaluate each confined space for the following:
- Presence of explosive gases equal to or greater than 10% of lower explosive limit (LEL).
- Oxygen Deficiency and Oxygen Enriched Atmospheres
- Concentrations of Carbon Monoxide and Hydrogen Sulfide.
- Electric shocks, burns, walking/working surfaces, heat stress, noise hazards, and/or any other recognized hazard.
- Control potential hazards with the following measures:

- Mechanical – Use proper lockout/tag out procedures when needed to prevent hazards within the confined space
- Ventilation – If exposed to harmful vapors or an oxygen deficient atmosphere exists; a ventilation fan shall be used for the duration of the job.
- Slips and fall – Use caution if shoes and /or ladders are wet or oily. Inspect shoes prior to entry.
- Burns and Heat Stress – The use of a ventilation fan will provide cooler temperatures. Use caution around hot equipment and avoid overexertion within the space. Take frequent breaks if needed.
- To prevent an explosion, do not use equipment that may cause flame or sparks in an oxygen-enriched atmosphere.
- Personal protective equipment (goggles, gloves, dust mask, respirator) shall be worn when a potential hazard exists.
- Coordinate entry operations when workers are working in or near the area.
- Inform the CO or POSHO of entry procedures that will be followed and of any hazards identified or created.
- Provide documentation of their company's entry procedures to CO or POSHO before work begins.
- Provide rescue operation procedures.
- Confined space entry work permit shall be obtained from POSHO or COR prior to entering any confined spaces.

18. INDOOR ENVIRONMENTAL QUALITY

Purpose: To inform contractors of their responsibility to minimize the impact construction-related activities have on indoor environmental quality at the Embassy.

Contractors are required to:

- Ensure that no dust, vapors, and fumes are released into the occupied space during sanding, grinding, roofing, flooring, painting, welding, cutting, jackhammering, and demolitions.
- Use HEPA filtered equipment to provide negative pressure or to minimize recirculation of contaminants.
- Implement engineering controls, such as dilution or local exhaust ventilation and isolation of mechanical systems.
- Install critical barriers made of polyethylene sheeting on doors, windows, vents, etc. in order to isolate the specific work area.
- Minimize dust, use wet methods when appropriate.
- Have trained workers and approved equipment on site prior to performing work.
- Use the least toxic material suitable for the application (for example, latex paint rather than oil-based). Products containing solvents and those that emit gases and vapors must be submitted to the COR or POSHO review and approval prior to use.
- Communicate with COR or POSHO to implement effective strategies (for example, working off hours) to minimize occupant exposure.
- Relocate sources of contamination (for example, a diesel generator or tar kettle) away from the building air intake.

19. ADDITIONAL NOTES

The COR will work directly with the contractors ensuring that they follow all required safety guidelines, and in case any deficiency is found during the QA/QC/Safety inspections, the projects can be stopped by the COR until the condition is remediated. During the jobs if any different work conditions appear, the COR can indicate further safety requirements to the contractor. The COR will work with the POSHO in order to guarantee all required safety procedures are followed.

ESCORTING OF LOCAL CONTRACTORS:
Proper escorting procedures will be briefed and must be approved (in advance) by the COR or RSO prior to starting the project. The contractors must follow all escorting requirements as advised by the COR. Contractors must participate in all Embassy security/fire drills while working in the embassy compound.

HOT WORK PERMITS:
Any grinding, welding, brazing, torch cutting, soldering, or any work with Fire Hazard requires a Hot Permit from the COR, POSHO or FAC.
Any work with toxic materials or any material that can cause discomfort, harm, or injury to tenants must also require prior permit from the COR or the POSHO.

JACK HAMMING OR CHIPPING:
Any work that involves continuous noise that will disrupt Embassy operations must have prior approval from the COR or be performed after normal business hours.

PROTECTION OF GOVERNMENT PROPERTY:
Proper procedures shall be used at all times when work is being conducted at the Embassy properties to protect existing building systems, finishes, and equipment.

SUMMER OUTSIDE WORKING POLICY:
The Embassy has a summer outside work policy during summer season; the contractor must adhere to this policy. During the summer season at any given time when the outside temperature exceeds 48°C (118°F), performing manual labor tasks outside in direct sunlight between the hours of 11:00 am and 4:00 pm is prohibited. Short periods of outside work (for example, loading or unloading supplies) must not extend beyond 30 minutes during these hours.

Smoking:

U.S. Government policy prohibits all smoking from inside any U.S. Government property, including the rooftop or within 25 feet of a U.S. Government building. Embassy has only two designated smoking areas; the workers may use these areas for smoking.

WORK SITE MISHAP/INJURY REPORTING:
Contractors must report all work-related injuries/mishaps to POSHO, COR, or his authorized representative as soon as it occurs.

SUBCONTRACTORS:
Subcontracts, (if approved). The contractor shall be responsible for its subcontractors to be in compliance with all safety requirements as prescribed above.

WRITTEN PROGRAM:

Before commencing work, the contractor shall:

(1) Submit a written plan to the CO, COR, or POSHO for implementing all requirements as prescribed above. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Submit Activity Hazard Analysis & Accident Prevention Plans.

(3) Meet with the CO, COR or, POSHO to discuss and develop a mutual understanding related to administration and implementation of the overall safety program.

Note: Contractor shall contact the COR or POSHO for any questions, clarifications and additional information required!

Attachment C

Definitions

CO	Contracting Officer
COR	Contracting Officer's Representative
A/COR	Assistant Contracting Officer's Representative
SOW	Statement of work/Scope of work
RSO	Regional Security Officer
DBA	Defense Base Act
DOL	Department of Labor
BOQ	Bill of Quantity
DUNS	Data Universal Numbering System
SAM	System for Award Management
BOM	Bill of Materials
FAC	Facilities Office
QAI	Quality Assurance Inspection
PPE	Personal Protective Equipment
OSHA	Occupational Safety and Health Administration
POSHO	Post Occupational Safety and Health Officer
ADA	Americans with Disabilities Act
SDS	Safety Data Sheet
EOD	Explosive ordnance Disposal
QA/QC	Quality Assurance/Quality Control
HVAC	Heating, ventilation, and air conditioning
AC	Air Conditioning
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code
EPA	Environmental Protection Agency
USAGM	U.S. Agency for Global Media
IBB	International Broadcasting Bureau

Attachment D

Crane Rental Service/Operating Procedures

CRANE USAGE INSTRUCTIONS:

The Contractor to provide for our records:

1. Inspection & load testing reports for the crane
2. Proof of qualification for the crane operator

The contractor also to ensure during crane operations:

1. The Crane entrance shall be through the back gate, not the front gate.
2. Please ensure that at least 1 escort staff will be available on the ground to both walks the crane, as well as notify pedestrians to stay clear of the swing area and the load area.
3. Please supply any barricades/tape/cones to keep people out of the swing area as well as pedestrians away from the general work area.

According to OBO/SHEM (Department of State) guidelines, all crane rentals must be coordinated with Post Occupational Safety & Health Officer (POSHO) office prior to renting a crane to be used in the Embassy compound/property. There are lots of factors to be looked at prior to renting a crane; a summarized requirement is as below:

- The requesting office will notify the POSHO office about the actual requirement of the crane; the purpose of the use (please provide a short SOW with a lift plan), when and where the crane is to be used, the capacity of the crane required and weight of the load to be moved/picked.

- A prior walkthrough is a must with the contractor to identify the locations, and driveway and to identify possible hazards prior to finalizing the contract.

- When making a contract with a vendor/contractor; the requestor/procurement office has to inform them of the specific requirement to the contractor/vendor. We also need to get the following information from the contractor:

1. The contractor shall supply the inspection and load testing reports if any of the cranes. The contractor shall comply with all manufacturer's instructions, procedures, and recommendations applicable to the operational functions of equipment, including its use with attachments. The safe operating speeds or loads shall not be exceeded.

2. The materials used should meet the standard – e.g. synthetic rope and alloy chain shall be used for the crane operation. The contractor should confirm that they are using only these types of materials.

3. Cranes and hoisting equipment shall be operated only by designated qualified personnel. Proof of qualification shall be supplied by the contractor in writing.

4. Any worker engaged in the duties and the performance of rigging shall be a Qualified Rigger and as such, shall meet the following requirements:

5. Be at least 18 years of age.

6. Be able to communicate effectively with the crane operator, the lift supervisor, the signal person, and the affected personnel on site.

7. fall and all personal protection must be used by the operator/rigger. We also need to ensure the following when the crane is operational at the embassy. Compound/property:

    - For any lifts over existing occupied buildings/structures should be planned during weekends/holidays/after-hours. Exceptional cases may be approved in case of emergencies with prior approval from the POSHO.

    - Ensure that the crane travel route is cleared of any structures, vehicles, pedestrian presence, etc. Adequate clearance shall be maintained between moving and rotating. structures of the crane and hoisting equipment and fixed objects to allow the passage of employees without harm. The minimum adequate clearance is 24 in (61 cm).

    - Accessible areas within the swing radius of the rear of the crane and hoisting equipment'srotating superstructure, either permanently or temporarily mounted, shall be barricaded to prevent an employee from being struck or crushed by the crane and hoisting equipment.

Attachment E

List of playground equipment

Model #	Description	Quantity
Swing & Chains		
177332	Single Post Swing frame with additional bay	1
177333	Single Post Swing frame with additional bay	1
174018	Belt Seat	2
177350	Molded Bucket Seat with Chains	2
Play Equipment & Components/Play Boosters		
188689	10' PlyOdyssey Tower Without Roof	1
177718	Rain Sound Wheel Panel	1
130798	Double Swirl Slide	1
116244	Pipe Barrier (Playbooster)	3
123284	Wiggle Ladder	1
176078	Lolipop Climber	1
177712	Color Splash Panel	1
148426	Firepole	1
122570	Cliff Climber	1
153165	Accessible Stationery Cycler	1
117957	Periscope Panel	1
173564	Optigear Panel	1
182503	Welcome sign	1
115222	Slant Window Panel	1
152911	Right Transfer Module	1
111362	Talk Tube Tubing Kit	1
185346	10' Tower Slide Winder2	1
115223	Bubble Panel	1
164094	Bongo Reach Panel	1
Rider/Steppers		
135534	Whimsy Rider Zebra with coil spring	2
173909	Log Stepper 28"	1
173907	Log Stepper 8"	1
173908	Log Stepper 18"	**1**
Benches & Table		
114767	Bench Armrest	2
111640	5' Contour Ply Bench with back	2
154345	Picnic Table Square Movable	1

Note: Equipment Manufacturer: Landscaping Structure, U.S.A. (https://www.playlsi.com/) or equal