Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-update pricing, and the option to create an electronic delivery order are available through *GSA Advantage!* (a menu driven database system). The INTERNET address *GSA Advantage!* is: GSAAdvantage.gov

Schedule Title: Schedule 056, Buildings & Building Materials/Industrial Services & Supplies

FSG Group: 54, Pre-Engineered / Prefabricated Buildings and Structures

FSC Class: 5410 & 5430

Contract Number: GS-07F-7850C (through Modification # PO97 Dated 07/02/2010)

For more information on ordering from Federal Supply Schedule

click on FSS Schedules button at fss.gsa.gov

Contract Period: 9/01/2010 – 8/31/2015

Contractor's Name, Address and Phone Number:

Kelly Group, Inc. PO Box 1058

Fremont, NE 68026-1058

(402) 727-1344 / 800-228-7230

Fax (402) 727-1363

Contractor's Website: www.kellyklosure.com

Contract Administrative Source:

Administrative POC: Steve Kneifl extension 327 and skneifl@kellyklosure.com

Same company name, address and phone number as above.

Business Size: SMALL (Size Standard: 500 <> NAICS: 332311)

CUSTOMER INFORMATION:

1. Awarded Special Item Numbers (SIN):

361-10A	Pre-Engineered and Prefabricated Buildings and Structures for STORAGE SOLUTIONS
	- includes warehousing structures, aircraft hangars, etc.
361-10B	Pre-Engineered and Prefabricated Buildings and Structures for IN-PLANT SOLUTIONS
	 includes in-plant offices, modular wall /partition systems, enclosures, etc.
361-10D	Pre-Engineered and Prefabricated Buildings and Structures for MILITARY, DISASTER/
301-100	EMERGENCY RESPONSE and MEDICAL FACILITY SOLUTIONS:
	-includes operation/command centers, temporary living quarters and portable barracks, rapid
	development and operations shelters for support operations, guard towers, deployment storage, etc.
361-10E	Pre-Engineered and Prefabricated Buildings and Structures for
	PROFESSIIONAL FACILITY SOLUTIONS
	- includes offices, classrooms, laboratories, exhibition halls, etc.
361-30	ANCILLARY SERVICES related Pre-Engineered/Prefabricated Buildings and Structures
	- includes field assembly, training, consultation and design assistance but EXCLUDES,
	Construction defined by FAR (Federal Acquisition Regulation) 2.101 and Architectural Engineering
	Services (A&E) covered by the Brooks Architect-Engineers Act per FAR Part 36.
361-32	INSTALLATION and SITE PREPARATION for Pre-Engineered and Prefabricated Buildings
	and Structures - includes Special Ordering Procedures which require compliance with Davis
	Bacon Wage Rates and a set of Construction Clauses that apply to this SIN. EXCLUDES
	Architectural Engineering Services (A&E) covered by the Brooks Architect-Engineers Act, found in
	FAR (Federal Acquisition Regulation) Part 36.

2. Maximum Order (per Modification M015 dated 1 JAN 2008):

SIN 361-10A	\$ 150,000
SIN 361-10B	\$ 200,000
SIN 361-10D	\$ 300,000
SIN 361 10E	\$ 500,000
SIN 361-30	\$ 150,000
SIN 361- 32	\$ 350,000

3. Minimum Orders:

MATERIAL SINS	Minimum Order Amounts	Applicable SINS
Kelly Klosure	\$ 50.00	361-10A; 10B; 10D & 10E
SERVICE SINS		
Kelly Klosure	\$ 1,000.00	361-30
Kelly Klosure	\$ 25,000.00	361-32

4. Geographic Coverage – Delivery Area: (Per MOD # A022 effective 9/20/03)

48 Contiguous States; District of Columbia; Alaska; Hawaii; Puerto Rico; and U.S. Territories.

5. Points of Production:

Kelly Klosure Brand - Fremont, Dodge County, Nebraska

6. Discount from List Prices or Statement of Net Price:

BRAND:	Kelly Klosure
CURRENT PRICE BASIS:	Kelly Klosure Systems Commercial Price List, effective August 1, 2008 Kelly Klosure Systems GSA Pricelist Supplement 116, dated April 20, 2010 2010 RS Means Building and Construction Cost Data Guide
GSA DISCOUNT	20.800%
Current added IFF	0.75%

7. Quantity Discounts: Kelly Klosure Brand Items: NONE

8. Prompt Payment Terms:

8.a.: SIN 361-10A	½ % 15 Net 30	Kelly Klosure
8.b.: SIN 361-10B	½ % 15 Net 30	Kelly Klosure
8.c.: SIN 361-10D	½ % 15 Net 30	Kelly Klosure
8.d.: SIN 361-10E	½ % 15 Net 30	Kelly Klosure
8.e.: SIN 361-30	NET 30	Kelly Klosure
8.f.: SIN 361-32	NET 30	Kelly Klosure

9. Government Purchase Cards:

9.a Government Purchase Cards at or below micro-purchase threshold: ACCEPTED

9.b Government Purchase above micro-purchase threshold:

9.b.1: SIN 361-10A	Only ACCEPTED as noted in Proposal
9.b.2: SIN 361-10B	Only ACCEPTED as noted in Proposal
9.b.3: SIN 361-10D	Only ACCEPTED as noted in Proposal
9.b.4: SIN 361-10E	Only ACCEPTED as noted in Proposal
9.b.5: SIN 361-30	Only ACCEPTED as noted in Proposal
9.b.6: SIN 361-32	Only ACCEPTED as noted in Proposal

10. Foreign Items: NONE

11. Delivery:

- 11.a Time of Delivery: Kelly Klosure Brand: 45 Days ARO
- 11.b Expedited Delivery: NONE
- 11.c Overnight and two-day Delivery: NONE
- 11.d. Urgent Requirements: When the delivery period above does not meet the customer's bona fide urgent delivery requirements, customers are encouraged, if time permits, to contact the contractor for the purpose of requesting accelerated delivery.

12. F.O.B point(s): ORIGIN – Freight Prepaid and Added to Invoice (MOD A022-Effective 9/20/2003)

13a. Order Address (Kelly Klosure):

Kelly Group, Inc. P.O. Box 1058 Fremont, NE 68026-1058

13b. Ordering Procedures:

For supplies and services, the ordering procedures, Information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. Payment Address (Kelly Klosure):

Kelly Group, Inc. P.O. Box 1058 Fremont, NE 68026-1058

15. Warranty Provision: Kelly Klosure Brand - Kelly's Standard Commercial Warranty

16. Export Packing Charges: APPLICABLE

17. Government Purchase Card Terms & Conditions above micro-purchase level:

17.a.	SIN 361-10A	Only ACCEPTED as noted in Proposal
17.b.	SIN 361-10B	Only ACCEPTED as noted in Proposal
17.c.	SIN 361-10D	Only ACCEPTED as noted in Proposal
17.d.	SIN 361-10E	Only ACCEPTED as noted in Proposal
17.e.	SIN 361-30	Only ACCEPTED as noted in Proposal
17.f.	SIN 361-32	Only ACCEPTED as noted in Proposal

18. Rental, Maintenance and Repair Terms & Conditions: NOT APPLICABLE

- 19 a. Ancillary Services: Applicable to SIN 361-30: The complete text of the requirements related to Ancillary Services / SIN 361-30 are included here as ATTACHMENT "A". The following only represents a synopsis of these requirements.
 - 19.a 1 Customers/Agencies are responsible for developing Scope of Work (SOW) as defined in Clause G-FSS-920, Ordering Procedures for Services (Requiring a Statement of Work) revised March 2003. Customer/ Agencies shall negotiate Ancillary Services on a project–by-project basis and assure fair and reasonable pricing to the Government.
 - 19.a.2 **Contractor** may subcontract; however, Contractor shall accept full responsibility and liability for all work performed by Subcontractors. Any applicable bonding and licensing requirements will be provided by Kelly's Subcontractors.
 - 19.a.3 **Limitation:** Orders for Ancillary Services (SIN 361-30) can only be placed in conjunction with Orders for systems of Pre-Engineered / Pre-Fabricated Building and Structures on Federal Supply Schedule 56.
- 19 b. Installation and Site Preparation: Applicable to SIN 361-32: The complete text of the requirements related to Installation and Site Preparation / SIN 361-32 are included here as ATTACHMENT "B". The following only represents a synopsis of these requirements.
 - 19.b 1 Customers/Agencies are responsible for developing Scope of Work (SOW) as defined in Clause G-FSS-920, Ordering Procedures for Services (Requiring a Statement of Work) revised March 2003. Customer/ Agencies shall negotiate Installation and Site Preparation on a project–by-project basis and assure fair All Construction Contract Clauses and Davis-Bacon regulations in accordance with the Terms and Conditions applicable to Installation and Site Preparation also apply. These Terms and Conditions are included in Attachment "B" which follows this outline.
 - 19.b.2 **Contractor** <u>may subcontract</u>; however, Contractor shall accept full responsibility and liability for all work performed by Subcontractors. Any applicable bonding and licensing requirements will be provided by Kelly's Subcontractors.
 - 19.b.3 Limitation: Orders for Installation and Site Preparation (SIN 361-32) can only be placed in conjunction with Orders for systems of Pre-Engineered / Pre-Fabricated Building and Structures on Federal Supply Schedule 56.

 $Authorized\ GSA\ FSS\ Terms\ \&\ Conditions\ for....\ Kelly\ Group\ GSA\ Catalog\ Pricing\ thru\MOD\ PO97\ Dated\ 07/02/2010$

20. Repair Parts - Discounts and Terms & Conditions: NOT APPLICABLE

20a. Terms and Conditions for any Other Services: NOT APPLICABLE

21. Service and Distribution Points: NOT APPLICABLE

22. Participating Dealers: NOT APPLICABLE

23. Preventive Maintenance: NOT APPLICABLE

24. Special Attributes:

Kelly Klosure Brand – Do it Yourself Simplicity, Extended Shelf-Life, Re-locatable, Expandable Easily and Energy Efficient Insulation Details.

25. Data Universal Number System (DUNS) Number: 614 848 591

26. Central Contractor Registration (CCR) Status: Active in CCR until 7/29/2011

27. Online Representations & Certifications Applications (ORCA) Status: Certification Valid to <u>03/24/2011</u>

28. Cage Code: 48UH7

29. TAX ID No.: 87-0756440

THE FOLLOWING DOCUMENTS ARE INCLUDED IN THE GSA CATALOG:

- I.) Kelly Klosure Commercial Material Pricelist # 2008-3 (with GSA New Items & added SIN 361-10D) and August 1, 2008 effective date is the GSA Accepted and Approved pursuant to MOD AO63 effective October 5, 2008.
- II.) Service Pricing Information per MOD AO64– See Next Page
- III.) See Attachment "A" for Additional SIN 361-30 Information and Requirements current as of April 30, 2009
- IV.) See Attachment "B" for Additional SIN 361-32 Information and Requirements current as of April 30, 2009

SIN 361-30 and 32 GSA Service Pricing GSA Pricelist - Supplement 115

April 10, 2009

Appended and approved as basis of award for Modification A064.

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SIN 361-30 Ancillary Services:

Pursuant to MOD AO52 effective September 5, 2007 GSA approved and accepted Kelly Group's SIN 361-30 and the following methodology for markups.

- In-Field Technical Assistance @
 - Kelly Group Representative @ \$ 600/ Day
- Field Assembly Service Maximum Rates:
 - Labor @ \$ 125/ ManHour
 - Crane @ \$ 259/ Hour
 - Lift @ \$ 98/ Hour
 - Ancillary Electrical @ \$ 18/SF
 - Ancillary Mechanical @ \$ 15/SF
- Bonding, Insurance and Overhead
 - Max. Bonding @ 2.5%
 - Max. Insurance @ 0.8%
 - Max. Overhead (OH) @ 5%

SIN 361- 32 Installation and Site Preparation Ancillary Services:

The following R.S. Means Building Construction Cost Data methodology and stated mark-ups apply:

2009 R.S. Means - Building Construction Cost Data including Overhead and Profit.

- + City Cost Index(CCI) Modifier
- + 8.3% Mark Up supporting Kelly Klosure Brand

GSA initially approved and accepted R.S. Means pricing methodology and above mark-ups pursuant to MOD AO52 effective September 5, 2007