

## **Services Pricing Proposal Schedule 56**

**THIS DOCUMENT IS PROVIDED FOR INFORMATION  
ONLY AND SHOULD NOT BE RETURNED AS PART OF  
AN OFFER SUBMISSION.**

**THIS PROGRAM EXCLUDES ARCHITECT-ENGINEER SERVICES UNDER  
THE BROOKS ARCHITECT-ENGINEERS ACT AS DEFINED BY FEDERAL  
ACQUISITION REGULATION (FAR) PART 36.6.**

**The requirements listed in this document apply to the following Schedule  
56 SINs:**

357 97	361 30
357 98	361 32
361 97	412 97
253 90	361 27
361 28	563 97
563 4 (If offering products & services)	563 98
412 50	412 51
412 52	

**\*Stand-alone services offered under the Introduction of New Services and Products  
SINs ending in 99 or 99A, including repair and maintenance services (subject to  
Service Contract Act wage rates) and professional services should utilize solicitation  
provision **SCP-FSS-002** requirements for projects.**

**Please note – If you are offering a combination of ancillary and stand-alone services,  
you will need to meet the requirements of both this document and SCP-FSS-002.**

**\*The scope of services offered may be limited to a certain area of performance. If  
limited service locations are desired, you must notate those limitations with your  
services pricing on your price list.**

## Required supplemental documentation to be submitted with your offer:

In accordance with FAR 8.404(a) supplies offered on schedule are listed at fix prices. Services offered on schedule 56 are priced either at hourly rates, at a fixed price for performance of a specific task or a combination of the two, i.e. installation of a product.

**NOTE - If you intend to utilize RS Means to price services, please skip to page 7 for submission requirements.**

**NOTE – If you intend to utilize computerized pricing software for the products being offered under the potential contract, please review the document titled Critical Information Specific to Schedule 56 and specifically #13 for building sample pricing requirements.**

You must submit the following information if you are offering ancillary services under Schedule 56. Failure to submit the requested supplemental documentation may result in rejection of your offer. These documents should be uploaded to the eOffer system as 'Optional' document in the eOffer system or if submitting a mod to add services, in the eMod system with your mod request:

1. A description of services to be performed
2. Labor Category qualifications (If pricing offered is by labor categories)
3. Detailed project summaries
4. Commercial Services Price list – services offered need to be listed on your commercial price list or a separate price list for services.
5. Commercial Sales Practices for Services
6. Signed clause package if offering installation services requiring construction Please sign and return pages 16-20.

Below are the requirements for each document.

### **1. Description of Services:**

Pricing submitted should be in accordance with commercial practices (e.g., labor rates or fixed unit prices). If pricing is based on labor rates, the contractor shall supply and clearly define each labor category provided in this section. All services offered should relate to the products being offered, and you must define the scope of services to be offered as they relate to the installation of the product. If pricing is based on fixed unit prices then provide a detailed breakdown of what functions to be provided are within the fixed unit price. Please provide these descriptions of services in a document titled "Description of Services" to be uploaded as an 'Optional' document in the eOffer system or if submitting a mod to add services, in the eMod system with your mod request. Sample descriptions are provided below:

Example A

**Electrician** - Removes existing light fixtures, installs new light fixtures.

Example B

**Installation of floor tile** - Installation is priced per square foot and does not include cost of tile. Installation includes removal of current floor covering, preparing surface, laying of tile, grouting and cleaning excess grout from tile. All materials and labor required for the installation as stated is included in the price except for the tile.

**Installation of above ground storage tank** - Installation does not include cost of tank. Installation includes standard 10'x 10' concrete pad and affixing the above ground storage tank to the pad. All labor and industry standard materials meeting local codes are included.

## **2. Labor Category Qualifications**

If offering services pricing by labor category, you will need to provide the following for each category - required experience, minimum training, level of education, and certifications/licenses, if applicable. Please provide these descriptions of services in a document titled "Labor Category Qualifications" to be uploaded as an 'Optional' document in the eOffer system or if submitting a mod to add services, in the eMod system with your mod request. Examples are provided below:

**Electrician I** - Two year technical degree. Minimum of 2 years experience. Trained in commercial building electrical systems. Licensed and bonded.

**Electrician II** - Two year technical degree. Trained in commercial building electrical systems. Minimum of 5 years experience. Licensed and bonded.

## **3. Detailed Project Summaries**

The offeror must provide a written summary (including detailed cost information) of at least three projects completed within the previous twelve months that are similar in nature to the services being offered under the solicitation. If invoices are not submitted as supporting documentation for cost information, then a cost breakdown of services provided within the project must be included. Please make sure we can clearly see pricing offered for services commercially. Narrative for each project is limited to three pages. Please do not provide Statements of Work (SOWs) in lieu of the written narrative. Please provide these project summaries in a document titled "Project Summary 1" and so forth with all supporting documentation for each project uploaded in one document. Please upload these as an 'Optional' document in the eOffer system or if submitting a mod to add services, in the eMod system with your mod request.

*NOTE – Please do not utilize the eOffer system for your project responses. eOffer project responses are based on services subject to the requirements of SCP-FSS-002 which differ from ancillary services documentation requirements. If you address the project requirements in the eOffer responses, the offer will be rejected.*

## **4. Services Pricing:**

Established commercial pricing in a published and dated catalog or price list is preferred. If the firm does not have a published and dated catalog or price list, the firm may utilize data in the form of internal business memos, quote sheets, computerized pricing, RS Means etc (See page 7 of this document if you intend to offer services pricing utilizing RS Means). Established commercial pricing based on one of these methods will be submitted in a format similar to that shown in Format 1 (Fixed Unit Price) or Format 2 (Labor Rates) and also submitted in electronic media such as a Microsoft Excel spreadsheet. This format must be annotated in accordance with Clause 552.212-70, Preparation of Offer with a statement that this price list is a verbatim extract from (source and date) and signed by a company representative.

Established commercial pricing for services/items proposed under this procurement shall be submitted for the initial year only. Future price increases are subject to the Economic Price Adjustment Clause 552.216-70.

**Incidental Products:** Incidental products necessary to complete a project must be priced on the contract or offered as **open market items**. Offerors are encouraged to identify and price all incidental products in the services pricing proposal. On July 15, 1999, GAO ruled in the matter of the Pyxis Corporation, Decision B-282469 and B282469.2, "an agency may no longer rely on the "incidentals" test to justify the purchase of non-FSS items in connection with an FSS buy; where an agency buys non-FSS items, it must follow acquisition regulations." In other words, when the cumulative value of incidental items on a task or delivery order exceeds the micro purchase threshold (\$3,500), the items must be procured in accordance with applicable acquisition

regulations. The **cumulative dollar value** of the incidental items is key to determining the publications and competition requirements for Federal customers. For some industries under Schedule 56, incidental items necessary to install a product may easily exceed the micro purchase threshold; therefore, it is in your best interest to include pricing for incidental items in your pricing proposal.

Awarded incidental products must be directly related to performance of the services provided. A contractor may quote reduced pricing for incidental products based on the specific task identified at the task order lever. ***However, a contractor may never exceed the awarded price for any product or service without a modification to the contract.***

Please be aware that ordering agencies placing task orders under a Multiple Award Schedule contract may **NOT be charged for any items and/or services that have not been approved and awarded under a vendor's contract.** Contracts can be modified to add or delete items as appropriate. Please refer to the contract and modification document for specifics.

**IFF:** Offerors are required to identify the prevailing Industrial Funding Fee (IFF) as a separate calculation in the prices submitted with the offer. The fee is not included in the net contract price, but is reflected in the total amount charged to ordering activities. The IFF must be calculated as a separate collection mechanism, i.e.,  $\text{Base Rate} - \text{GSA Discount} = \text{Net Rate} + \text{IFF} = \text{Total Proposed Hourly Rate}$ . There will be no exceptions; IFF is a separate collection mechanism and must be shown clearly as an adder to the net hourly rate.

## **5. Commercial Sales Practices for services:**

The document on page 6 should be printed out, completed, and uploaded as an 'Optional' document in the eOffer system or if submitting a mod to add services in the eMod system with your mod request. The sales figure in #1 should represent commercial sales of only services offered. This figure should not be gross and should not reflect commercial sales of products offered.

### **Explanation of information required in Clause CSP-1 – Commercial Sales Practices Format**

The following pages contain the Commercial Sales Practices (CSP) Format section of the basic solicitation. This information relates to the terms and conditions offered to your commercial (i.e., Non-Federal Government) customers. All information must be provided on this page before your offer can be sufficiently evaluated. Failure to provide accurate, current and complete CSP information may result in rejection of your offer.

Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) in the Basic Solicitation Document, for additional information concerning preparation and submission of your offer. The following basic information is provided for each paragraph of the CSP. Please refer to the in-depth instructions found in Figure 515.4-2 – Instructions for Commercial Sales Practices Format, for additional information.

- (1) The dollar figure provided should reflect sales of services to the general public based on established catalog or market prices during the most recent 12-month period for which data is available or for the offerors last fiscal year. Please ensure that the date provided includes at least the month and year. Please provide ACTUAL figures, do not provide rounded figures.

For evaluation purposes only, provide a copy of your commercial price list that was applicable during the time period shown in this paragraph.

**If you are a dealer/reseller and the dollar value of sales to the general public is limited, please see Paragraph 5 of the CSP and provide the information requested therein.**

- (2) Show your total projected annual sales to the Government for each SIN offered. If you have not made sales to the Federal Government for the items offered, provide your best estimate of anticipated sales under any resultant contract.
- (3) See Figure 515.4-2 for additional explanation. Also, please refer to Clause 552.212-70 in the Basic Solicitation Document for definitions of "concession" and "discount."
- (4) (a) The information provided in this chart should reflect the terms and conditions offered to your commercial customers. Information should be provided for all customers who receive terms equal to or better than those offered the Government.

Column 1 – Customer is the customer (i.e., Company XYZ) or category of customer (i.e., dealers, distributors, State, County, City and Local Governments, etc.) who receive the terms being disclosed.

Column 2 – Provide in this column any basic discount offered this customer. A basic discount is any discount offered without regard for quantity (i.e., for a quantity of one). If you do not offer any basic discounts, insert "NONE."

Column 3 – Provide in this column any quantity or volume discounts offered this customer. For example, a discount of 10% is offered when 20+ units are purchased, OR a discount of 10% is offered when the net order exceeds \$20,000.00. This discount is exclusive of any Basic Discount offered.

Column 4 – Provide the FOB Terms (Freight Terms) offered this customer. For example, FOB Origin (Plant), FOB Origin Freight Prepaid and Allowed, or FOB Destination.

Column 5 – Provide in the column any other terms or conditions, not previously listed, which are offered to this category of customer. For example, any prompt-payment terms, aggregate discount terms, enhanced or additional services offered, etc..

- (b) If you have deviations from your written policies or standard commercial sales practices disclosed in the above chart which result in better discounts (lower prices) or concessions than indicated, then those must be explained in accordance with the instructions at Figure 515.4-2.

**CSP-1 COMMERCIAL SALES PRACTICES FORMAT**

Name of Offeror \_\_\_\_\_

SIN(s) \_\_\_\_\_

**Note:** Please refer to clause 552.212-70, PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE), for additional information concerning your offer. Provide the following information **for each SIN** (or group of SINs or SubSIN for which information is the same).

- (1) Provide the dollar value of sales to the general public at or based on an established catalog or market price during the previous 12-month period or the offerors last fiscal year: \$ \_\_\_\_\_. State beginning and ending of the 12-month period. Beginning \_\_\_\_\_ Ending \_\_\_\_\_. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). **For evaluation purposes only, provide a copy of your commercial price list that was applicable during the time period shown in this paragraph.**
- (2) Show your total projected annual sales to the Government under this contract for the contract term, excluding options, for each SIN offered. If you currently hold a Federal Supply Schedule contract for the SIN the total projected annual sales should be based on your most recent 12 months of sales under that contract.
- SIN \_\_\_\_\_ \$ \_\_\_\_\_;
- SIN \_\_\_\_\_ \$ \_\_\_\_\_;
- SIN \_\_\_\_\_ \$ \_\_\_\_\_;
- (3) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), are the discounts and any concessions which you offer the Government equal to or better than your best price (discount and concessions in any combination) offered to any customer acquiring the same items regardless of quantity or terms and conditions? YES ☐ NO ☐. (See Figure 515.4-2 on following pages for instructions. See definition of "concession" and "discount" in Clause 552.212-70.)
- (4) (a) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.4-2, which is provided on the following pages in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.

Column 1— Most Favored Customer	Column 2— Basic Discount	Column 3— Quantity/Volume Discount	Column 4— FOB Term	Column 5— Concessions (see 552.212-70 for examples)

- (b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES ☐ NO ☐ If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.

## **If you are offering services utilizing RS Means**

### **\*SIN(s) 361 30 and 361 32 only**

If you are proposing to offer services under SIN(s) 361 30 and/or 361 32 utilizing RS Means, you will need to provide the following documentation with your eOffer submission/modification request:

1. Construction Clause Package - Please sign and date the construction clause package at the end of this document. Please detach the full signed clause package and if submitting a new offer, upload as an 'Optional' document in your eOffer or include as an additional document with your mod submission. Please label the document "Construction Clause Package".
2. TAA Compliance Assurance Letter – Located on page 8, this requirement must be completed by the contract holder (Or potential new contractor), provided on company letterhead with the eOffer submission, and uploaded as an 'Optional' document in the eOffer system. This should be signed and dated by an authorized negotiator listed on the contract or a company officer. If submitting a new offer, upload into your eOffer under the 'Optional' document tab or include as an additional document with your mod submission. Please label the document "TAA Compliance Assurance Letter".
3. Please define the scope of services to be performed under the contract. In a separate document, please provide a narrative of the anticipated services to be performed utilizing RS Means relative to the scope of the product being offered. If submitting a new offer, upload into your eOffer under the 'Optional' document tab or include as an additional document with your mod submission. Please label the document "RS Means scope of services".

Note – The Contract Specialist assigned to your offer will request current RS Means version information in the clarification stage of your submission. If submitting a modification, please notate the current version you are submitting under in your cover letter.

Contractors will utilize RS Means to price ancillary services under SIN(s) 361 30 and/or 361 32 to include labor services, product incidentals, and equipment rental related to the specific approved price list of products on contract. Utilization of RS Means is limited to the ancillary installation and servicing of the specific products purchased under the MAS contract and approved installation SINs. Contractors approved for services under RS Means will utilize only material and labor unit prices within RS Means. The current RS Means version will be approved and quarterly automatic updates issued by RS Means will be utilized by the contractor when released. The most current version of RS Means is to be utilized by contractor as long as RS Means is approved to price ancillary installation under contract. A contractor may never exceed the RS Means unit price for any product or service without a modification to the contract.

**NOTE – Excluded services include (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. Ancillary services, incidentals, and equipment rental may only be ordered in conjunction with or in support of products or services purchased under the Federal Supply Schedule contract. This award includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.**

## **TAA compliance assurance letter**

**\*Only to be submitted by contractors proposing RS Means for services under SIN 361 30 and/or 361 32.**

Please provide below italicized verbiage on company letterhead. The letter must be signed and dated by an authorized negotiator listed on the eOffer or by a company officer. Please include the title of the person signing the letter.

*[Insert contractor name] understands that all products and services (to include incidentals products) offered on this MAS contract must be compliant with the Trade Agreements Act (TAA)(19U.S.C. 2501, et seq.). Further, [Insert contractor name] understands that responsibility for TAA compliance resides with the contract holder and as such, we will monitor all work subcontracted and incidentals utilized relative to the scope of approved products being installed utilizing RS Means unit pricing. (Insert contractor name) may subcontract any ancillary services ordered under these SINs, unless specifically prohibited by the ordering contracting officer. (Insert contractor name) will be responsible, accountable and liable for all work performed by any subcontractor and shall honor all warranties. Compliance with all agency, local, state, and Federal laws, regulations, and ordinances is the responsibility of the GSA contract holder.*

*Utilization of RS Means is limited to the ancillary installation and servicing of the specific products purchased under the MAS contract and approved installation SINs. (Insert contractor name) will utilize only material and labor unit prices within RS Means. RS Means version (Insert current version) is approved and quarterly automatic updates issued by RS Means will be utilized by the contractor when released. The most current version of RS Means is to be utilized by (Insert contractor name) as long as RS Means is approved to price ancillary installation under the contract. A contractor may never exceed the RS Means unit price for any product or service without a modification to the contract.*



**The following information on pages 9-10 applies to all of the below listed SINS:**

**Installation SINS not requiring construction – Davis Bacon**  
**Wages rates do not apply**

SIN 357 98 - Ancillary Services Relating to Warehouse Equipment and Supplies, Relating to and Ordered in Conjunction with Products Purchased Under the Supply Schedule Contract

SIN 253 90 - Ancillary Services related to Maintenance and Repair Shop Equipment

361 30 - Ancillary Services relating to Pre-Engineered/Prefabricated Buildings and Structures

361 27 - Ancillary Services related to Above Ground Storage Tanks/Systems, Fuel Dispensing Units and Fuel Management Systems

563 98 - Ancillary Services related to Building Materials/Supplies

412 50 - Ancillary Service Related to Alternative Energy Solutions and Power Distribution Equipment

412 52 - Power Systems Engineering Support for Alternative Energy Solutions and Power Distribution Equipment

Ancillary services may only be ordered in conjunction with or in support of products purchased under this Federal Supply Schedule contract.

Ancillary Service **excludes:**

- Construction (construction is defined as alteration, or repair of buildings, structures, or other real property)
- Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. These services shall be ordered only in accordance with Part 36 and agency procedures, and shall not be included on a GSA contract order as an open market item.
- Personal services.
- Stand-alone services applicable to the Service Contract Act (SCA)

The ordering agency is responsible for defining and issuing the statement of work for ancillary services. Accurate definition of the scope and statement of work is essential to facilitate realistic quotations. The statement of work shall also inform the contractor of any applicable insurance requirements.

- Ordering agencies will obtain pricing information from the schedule contractors, and will negotiate for ancillary services on an order by order basis, based on complexity and level of effort. Ancillary services shall be priced as separate line items on each order. Only fixed priced quotations will be accepted.

- Pricing for services has been determined fair and reasonable by GSA. However, ordering agencies shall make a determination that the price is fair and reasonable and offers the best value to the Government, based on the negotiated amount for the level of effort involved in the requirement.
- Ordering agencies will comply with all appropriation laws and ensure that the correct types of funds are obligated on each order.

Sales of ancillary services shall not be combined or reported with the product SIN, except for under SIN 563 4 where that is commercial practice.

The GSA contractor may subcontract any ancillary services ordered under these SINs, unless specifically prohibited by the ordering contracting officer. The GSA contractor shall be responsible, accountable and liable for all work performed by any subcontractor and shall honor all warranties. Compliance with all agency, local, state, and Federal laws, regulations, and ordinances is the responsibility of the GSA prime contractor. All orders and payments must be placed with the prime contractor.

Reference FAR 8.4 for an explanation of ordering procedures used when purchasing through a Multiple Award Schedule contract.

**The following information on pages 11-12 applies to the below listed SINs:**

**Installation and Site Preparation Services SINs requiring construction – Davis Bacon Wage Rates Apply**

357 97 - Ancillary Repair and Alterations related to Warehouse Equipment Solutions

361 97 - Ancillary Repair and Alterations related to Pre-Engineered/Prefabricated Buildings and Structures Solution

563 97 - Ancillary Repair and Alterations for Building Materials Solutions

412 97 - Ancillary Repair and Alterations for Alternative Energy Systems, Power Generation Equipment, Generators, and Batteries Solutions

253 90 - Ancillary Services related to Maintenance and Repair Shop Equipment

361 32 - Installation and Site Preparation for Pre-Engineered/Prefabricated Buildings and Structures.

412 51 – Installation and Site Preparation Services for Alternative Energy Solutions and Power Distribution Equipment

361 28 - Installation and Site Preparation for Above Ground Storage Tanks/Systems, Fuel Dispensing Units, and Fuel Management Systems

563 4 - Roofing Materials, Products and Services Solutions

**\*NOTE: All SINs ending in 97 are Ancillary Repair and Alterations SINs. These SINs were created for contractors who needed to perform a smaller amount of services in order to offer the turnkey solution which involves the alteration of real property or limited construction to install. Davis Bacon wage rates are applicable.**

**Applicable to all above listed 97 SINs:**

Ancillary Repair and Alterations projects are those (1) solely associated with the repair, alteration, delivery or installation of products or services also purchased under this Schedule, and which are (2) routine and non-complex in nature, such as routine painting or resurfacing of floors, simple hanging of drywall, basic electrical or plumbing work, removal/relocation of non-load bearing walls, minor alterations to install storage systems, conveyors or conveyor systems, and similar noncomplex services. These SINs ending in 97 EXCLUDE: (1) major or new construction of buildings, roads, parking lots and other facilities; (2) complex R&A of entire facilities or significant portions of facilities, and (3) Architect-Engineering Services subject to Public Law 92-582 (Brooks Act).

The work performed under this SIN shall be associated with existing SINs that are part of this Schedule. Ancillary Repair and Alterations shall not be the primary purpose of the work ordered but be an integral part of the total solution offered. Ancillary repair and

**alteration services may only be ordered in conjunction with or in support of products or services purchased under the Federal Supply Schedule contract.**

**This SIN includes all regulatory guidance outlined in accordance with FAR 36, including the Davis Bacon Act and the Miller Act.**

Special Instructions: No award will be made under any Ancillary Repair and Alteration unless an offeror is awarded (or receives award concurrently) for another SIN under this Schedule. The Repair and Alteration work must be ancillary (incidental) to the primary services or products offered under the Schedule.

For Federally-owned space managed by GSA's Public Building Service (PBS), approval of the PBS Building Manager must be received by the ordering activity and contractor before any repair and alteration work may be ordered. A copy of the approval must be retained by both the ordering activity contracting officer and the contractor.

Owned or leased space outside the PBS inventory may also include approval requirements. A copy of the approval must be retained by both the ordering activity contracting officer and the MAS contractor performing the R&A services.

This R&A SIN shall not be used for PBS leased space.

Any Agency contracting officer ordering services under this SIN for Ancillary Repair and Alterations is responsible for complying with his or her agency's internal policies when procuring R&A services. This may include a specific warrant delegation for procuring construction services when the estimated amount of this portion of the task order exceeds \$2,000 (Ref. FAR 22.4).

Special Notice to Ordering Agencies: GSA or other landlords may require re-performance of any nonconforming work at agency expense. If applicable, agencies may seek appropriate recourse from the contractor responsible for the nonconforming work.

**The following information on pages 13-15 applies  
to all services SINs:**

**Contractors are responsible for the following when performing services  
under these SINs:**

- Contractors may subcontract installation or site preparation or ancillary repair and alteration requiring minor construction, but are responsible for insuring that the scope of work is completed and all warranties are honored. Subcontractors must be licensed and bonded. Compliance with all local laws, regulations and ordinances is the responsibility of the prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors (at all tiers), and for ensuring the work performed is completed in accordance with the ordering agencies statement of work.
- The Government reserves the right to apply liquidated damages whenever the required delivery is not met, in accordance with clause 52.211-12, Liquidated Damages – Construction.
- It is the agency's responsibility to define the scope of work required for installation and site preparation or ancillary repair and alteration, and to comply with Construction Contract Clauses and Davis-Bacon regulations. Performance clauses will be modified for each job by the requiring agency. Agencies will negotiate the labor mix, based on the requirements of the SOW, for installation and site preparation requiring construction or ancillary repair and alteration on a project-by-project basis; installation and site preparation shall be priced as separate line item. All payments and orders must be placed with the prime contractor. All construction work must be guaranteed for any defect in workmanship and materials.
- When construction, alteration or repair of public buildings or public works is involved, all relevant construction contract clauses and Davis-Bacon Act provisions will apply. Agency orders will contain additional applicable clauses based on the scope of work. Agencies are responsible for incorporation of applicable Davis-Bacon Act wage determinations, and completion of fill-ins for all performance clauses contained in this solicitation, based on the scope of work.
- Contractors shall review the statement of work issued by the ordering agency and provide a separate quote for services to be performed under these SINs based on the ordering agency's statement of work. Should the contractor not be able to meet all requirement(s) in the statement of work, the contractor's quote must specifically identify the items which have not been included in the quoted price. .
- Sales of the services shall not be combined or reported with the product SIN (except for in limited instance under SIN 563 4. Contractors must report sales for installation and site preparation services requiring construction.

**Ordering Agencies are responsible for the following when placing orders for services under this SIN:**

- Complying with all Federal Appropriation Laws and ensuring the correct types of funds are obligated on the order.
- When construction, alteration or repair of public buildings or public works is involved for services performed under this SIN, Ordering Agencies must comply and ensure contractor compliance with the Construction Clauses and Davis-Bacon Regulations. See the end of this attachment for a complete listing of the FAR and GSAM clauses incorporated by reference for all schedule contractors awarded these SINs. Ordering agencies shall utilize these clauses as a guideline and must incorporate the applicable clauses into the statement of work. The ordering agency is responsible for including the most current version of these clauses and any other applicable clauses into the order. Clauses which require "fill-ins" must be completed by the ordering agency. Any agency specific clauses which may apply based on agency regulations or requirements must be added and must be cited in the statement of work.
- Defining and issuing the statement of work for installation and site preparation services - it is essential for the ordering agency's statement of work to include an accurate description of the work required and definition of scope to facilitate realistic quotations.
- The statement of work shall clearly inform the contractor of all bonding requirements and any required insurance amounts.
- The ordering agency will provide the local Davis-Bacon wage rates to contractors. Applicable wage determinations will be incorporated into the statement of work.
- Reviewing quotations from schedule contractors to ensure the work proposed meets the statement of work requirements. The ordering agency shall consider only fixed priced quotes.
- Obtaining pricing information from the schedule contractors and making a Best Value Determination as required per the ordering procedures of FAR 8.4
- Negotiating the pricing for installation and site preparation services with the schedule contractor on an order by order basis, based on the mix of labor and complexity of the installation. Services pricing shall be shown and priced as a separate line item on the order.
- Performance clauses will be modified for each job by the requiring agency.
- All orders and payments must be made to the schedule contractor.

**General Requirements:**

1. The Contractor shall provide all qualified personnel, materials, equipment, facilities and services as specified herein and as required by individual orders to perform these services. Services specified in an order may be performed at the contractor's facility, the ordering agency's facility or other sites, as designated in the order, as appropriate.

2. The Contractor shall maintain current and adequate insurance and bond coverage and in sufficient amounts as may be required by applicable Local, State and Federal regulations and/or laws for the duration of contract performance.
  3. The Contractor shall have current certification, accreditation or license to provide the services as described and maintain certification, accreditation or license requirements for the duration of contract performance as required by applicable Local, State and Federal regulations and/or laws.
  4. The Contractor shall provide all safety equipment and processes required in performance of the contract. All work shall be conducted in a safe manner and shall comply with all applicable Occupational Safety and Health Administration (OSHA) requirements and other applicable Local, State and Federal regulations and/or laws. The Contractor shall demonstrate the required safety practices on a continual basis throughout the contract period.
  5. Travel costs shall be negotiated individually on an as needed basis. Prices for services in this contract will not include the cost of travel or reimbursement of travel expenses. The contractor shall notify the ordering agency, in writing, of any requirement for reimbursement of transportation and per diem expenses, prior to acceptance of the order. The notification shall include a “not to exceed” estimate of these proposed costs. Contractors shall be reimbursed only for incurred costs that are at or below the “not to exceed”.
- Costs for transportation, lodging, meals and incidental expenses incurred by the contractor’s personnel on official company business are allowable subject to the limitations contained in the Federal Travel Regulation (FTR), which can be located via the GSA Homepage.
- Airfare shall be based upon the lowest available cost—coach or economy airfare. The ordering agency’s Contracting Officer must approve the use of any airfare other than coach or economy in writing and in advance of travel.
6. Davis Bacon wage rates, when applicable, will be incorporated at the task order level. Additional costs incurred due to unique Government requirements not priced on this contract will be addressed at the task order level as open market items. These items must be identified as “Open Market Items” in all quotes, orders and invoices.
  7. Services offered under SINs for ancillary services and installation and site preparation must be related to and ordered in conjunction with products purchased under your schedule contract.
  8. All Ancillary Service SINs exclude construction as defined under FAR 2.101. All Installation Requiring Construction SINs exclude architectural or engineering services as defined by the Brooks Architect-Engineer Act under FAR 36. Stand alone services applicable to the Service Contract Act are excluded from all service SINs, except under Introduction of New Products and Services SINs ending in 99 or 99A. Please utilize solicitation provision SCP-FSS-002 for services project requirements for these SINs.

## 6. Clause package for installation SINs requiring construction.

Please sign and date. Detach and upload as an 'Optional document in the eOffer system if submitting a new offer. If submitting a modification to add services to an existing contract, please include with your eMod.

_____ hereby acknowledges and agrees to incorporation of the attached clauses and regulations into any resultant contract award for SIN(s) _____.	
_____ Signature	_____ Date
_____ Title	

The below listed clauses and regulations are applicable to SIN categories for installation and site preparation requiring construction and ancillary repair and alteration requiring minor construction. Any updates to this current construction clause package with subsequent refreshes will be considered incorporated when the mass mod for the refresh in question is accepted.

For the noted SIN categories, these clauses and regulations take precedence over the information presented in the basic solicitation.

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (LOCAL DEVIATION)

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 the full text available. Also, the full text of a clause may be accessed electronically at the following websites:

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <https://www.acquisition.gov/browsefar>.

For contract clauses which are contained in the General Services Acquisition Manual (GSAM) the address is <https://www.acquisition.gov/browsegsam>.

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO. AND TITLE</u>
<b>ADJUSTMENTS</b>	FAR 52.243-4	Changes (6-07)
	GSAM 552.243-71	Equitable Adjustments (1-09)
	GSAM 552.243-70	Pricing of Adjustments (4-89)



	FAR 52.215-15	Pension Adjustments and Asset Reversions (10-04)
	GSAM 552.215-70	Examination of Records by GSA (7-16)
	FAR 52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)(07-05)
<b>AUDITS</b>	FAR 52.215-2	Audit and Records – Negotiation (10-10)
	FAR 52.215-11	Cost or Pricing Data –Modifications (08-11) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]
	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (10-10) [applicable to modifications equal to or exceeding 500,000 and no exception applies]
<b>BONDS AND INSURANCE</b>	FAR 52.228-1	Bid Guarantee (9-96)
	FAR 52.228-2	Additional Bond Security (10-97)
	FAR 52.228-11	Pledges of Assets (01-12)
	FAR 52.228-12	Prospective Subcontractor Requests for Bonds (5-14)
	FAR 52.228-13	Alternate Payment Protections (7-00)
	FAR 52.228-14	Irrevocable Letter of Credit (11-14)
	FAR 52.228-15	Performance and Payment Bonds Construction (10-10)
	FAR 52.228-5	Insurance -- Work on a Government Installation (1 -97)
	GSAM 552.228-5	Government as Additional Insured (7-16)
<b>BUY AMERICAN</b>	FAR 52.225-9	Buy American Act – Construction Materials (5-14)
	FAR 52.225-10	Notice of Buy American Requirement—Construction Materials (5-14)
	FAR 52.225-11	Buy American—Construction Materials under Trade Agreements (10-16)
	FAR 52.225-12	Notice of Buy American Requirement—Construction Materials Under Trade Agreements (5-14)
	FAR 52.247-63	Preference for U.S. - Flag Air Carriers (6-03)
	FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (2-06)
<b>DISPUTES</b>	FAR 52.233-1	Disputes (5-14) (Alt I)(12-91)
	FAR 52.222-14	Disputes Concerning Labor Standards (2-98)
<b>EMPLOYMENT PRACTICES</b>	FAR 52.222-3	Convict Labor (6-03)
	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (4-15)
	FAR 52.222-35	Equal Opportunity for Veterans (10-15)

<b>ENVIRONMENTAL PROTECTION</b>	FAR 52.223-6	Drug-Free Workplace (5-01)
	FAR 52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (6-16)
	FAR 52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (6-16)
<b>GENERAL</b>	GSAM 552.236-70	Definitions (4-84)
	GSAM 552.236-71	Authorities and Limitations (4-84)
	GSAM 552.236-82	Subcontracts (4-84)
	FAR 52.236-8	Other Contracts (4-84)
	FAR 52.225-14	Inconsistency between English Version and Translation of Contract (2-00)
	FAR 52.222-15	Certification of Eligibility (5-14)
<b>INSPECTION</b>	FAR 52.246-12	Inspection of Construction (8-96)
	GSAM 552.246-72	Final Inspection and Tests (9-99)
<b>OPTION PRICING</b>	FAR 52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (5-14)
	FAR 52.222-31	Construction Wage Rate Requirements—Price Adjustment (Percentage Method) (5-14)
	FAR 52.222-32	Construction Wage Rate Requirements—Price Adjustment (Actual Method) (1-17)
<b>PATENTS, DATA, AND COPYRIGHTS</b>	FAR 52.227-1	Authorization and Consent (12-07)
	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (12-07)
	FAR 52.227-4	Patent Indemnity—Construction Contracts (12-07)
<b>PAYMENT</b>	FAR 52.232-5	Payments under Fixed-Price Construction Contracts (5-14)
	FAR 52.232-27	Prompt Payment for Construction Contracts (1-17)
	FAR 52.243-6	Change Order Accounting (4-84)
	FAR 52.211-10	Commencement, Prosecution, and Completion of Work (4-84)
	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (5-14)
<b>PERFORMANCE</b>	FAR 52.211-12	Liquidated Damages—Construction (9-00)
	FAR 52.236-26	Pre-Construction Conference (2-95)

	FAR 52.236-28	Preparation of Proposals—Construction (10-97)
	FAR 52.236-5	Material and Workmanship (4-84)
	FAR 52.236-6	Superintendence by the Contractor (4-84)
	FAR 52.236-7	Permits and Responsibilities (10-91)
	FAR 52.236-17	Layout of Work (4-84)
	FAR 52.236-14	Availability and Use of Utility Services (4-84)
	GSAM 552.238-75	Price Reduction (7-16)
	FAR 52.236-10	Operations and Storage Areas (4-84)
	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (4-84)
	FAR 52.236-13	Accident Prevention (11-91)
	FAR 52.236-12	Cleaning Up (4-84)
	FAR 52.222-16	Approval of Wage Rates (5-14)
	FAR 52.222-4	Contract Work Hours and Safety Standards —Overtime Compensation (5-14)
	FAR 52.222-6	Construction Wage Rate Requirements (5-14)
	FAR 52.222-7	Withholding of Funds (5-14)
	FAR 52.222-8	Payrolls and Basic Records (5-14)
	FAR 52.222-9	Apprentices and Trainees (7-05)
	FAR 52.222-10	Compliance with Copeland Act Requirements (2-98)
<b>SCHEDULES</b>	FAR 52.236-15	Schedules for Construction Contracts (4-84)
<b>SITE CONDITIONS</b>	FAR 52.236-2	Differing Site Conditions (4-84)
	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (4-84)
<b>SPECIFICATIONS AND DRAWINGS</b>	FAR 52.236-21	Specifications and Drawings for Construction (2-97)
	GSAM 552.236-77	Specifications and Drawings (9-99)
	GSAM 552.236-78	Shop Drawings, Coordination Drawings, and Schedules (9-99)
<b>STANDARDS OF CONDUCT</b>	FAR 52.203-5	Covenant Against Contingent Fees (5-14)
	FAR 52.203-7	Anti-Kickback Procedures (5-14)
	FAR 52.203.8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (5-14)
<b>STOP WORK/ TERMINATION</b>	FAR 52.242-14	Suspension of Work (4-84)
	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (4-12)

	FAR 52.249-10	Default (Fixed-Price Construction) (4-84)
	FAR 52.222-12	Contract Termination—Debarment (5-14)
<b>SUBCONTRACTING</b>	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (10-15)
	FAR 52.244-2	Subcontracts (10-10)
	FAR 52.244-6	Subcontracts for Commercial Items (1-17)
	FAR 52.222-11	Subcontracts (Labor Standards) (5-14)
<b>TAXES</b>	FAR 52.229-3	Federal, State, and Local Taxes (2-13)
<b>USE AND POSSESSION</b>	FAR 52.236-11	Use and Possession Prior to Completion (4-84)
	GSAM 552.236-81	Use of Equipment by the Government (4-84)
<b>VALUE ENGINEERING</b>	FAR 52.248-3	Value Engineering—Construction (10-15)
<b>WARRANTY AND GUARANTEES</b>	FAR 52.246-21	Warranty of Construction (5-94)

**END OF TERMS AND CONDITIONS APPLICABLE TO INSTALLATION AND SITE  
PREPARATION OR ANCILLARY REPAIR AND ALTERATION SERVICES REQUIRING  
MINOR CONSTRUCTION**