A Department of Energy Qualified ESCO

The Brewer-Garrett Company has been providing the highest quality professional building and engineering services since 1959. Most notably, the company’s Federal Group has taken performance-based contracting and sustainability to the next level.

Through our People, Programs & Technologies, we have developed proven industry solutions to be the benchmark in customer satisfaction for the Building Services & Energy industries.

Through our unique no-cost and low-cost energy conservation measure approach, Brewer-Garrett will guarantee immediate reductions in operating costs, improved building conditions and longer service life of production assets.

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!

http://www.GSAAdvantage.gov

This contract is eligible for unrestricted use by State and Local government agencies nationwide. For more information on ordering from Federal Supply Schedules click on “FOR FEDERAL AGENCY CUSTOMERS” at www.gsa.gov/schedules.

Contract Number: GS-07F-112DA
Contract Period: April 21, 2016 through April 20, 2021

The Brewer-Garrett Company (Inc)

6800 Eastland Road
Phone: (440) 243-3535
Fax: (440) 243-9993
Email: ktisdale@brewer-garrett.com
Web Address: www.brewer-garrett.com

Contract Administrator:
Kelly Tisdale, Energy Services General Manager
Phone: (440) 971-0563
Email: ktisdale@brewer-garrett.com

Pricelist is current through Modification PO-0003 January 05, 2017
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VOLUME I – CUSTOMER INFORMATION

1a. Special Item Numbers (SINs)

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1b. Lowest Priced Model Number and Price for Each SIN:

Please refer to pricing in Volumes II, III and IV.

1c. Labor Categories and Hourly Rates (Services Only):

Please refer to labor categories and hourly rates in Volume II.

2. Maximum Order*:

- SIN 246 42 1 - $150,000 per SIN per order
- SIN All Others - $200,000 per SIN per order

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended to an individual ordering activity for a specific order or BPA.

3. Minimum Order:

$100.00

4. Geographic Coverage:

- SIN 246 42 1 - Worldwide
- SIN All Others - 48 states, Washington, D.C.

5. Point(s) of Production:

USA and Trade Agreement Act designated countries.
6. **Discount from List Prices:**
   Prices listed herein are NET, discount is already deducted.

7. **Quantity Discount(s):**
   Additional 1% on orders over $2M

8. **Prompt Payment Terms:**
   Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9.a **Government Commercial Credit Card:**
   Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b **Government Commercial Credit Card:**
   Government Purchase Cards are accepted above the micro-purchase threshold. Contact Brewer-Garrett for limit.

10. **Foreign Items:**
    None

11a. **Time of Delivery:**
    Shipped 30 Days after receipt of order

11b. ** Expedited Delivery:**
    Consult with Brewer-Garrett.

11c. ** Overnight and 2-Day Delivery:**
    None Offered.

11d. **Urgent Requirements:**
    Customers are encouraged to contact Brewer-Garrett for the purpose of requesting accelerated delivery.

12. **FOB Point:**
    SIN 246 42 1 - Destination
    SINs All Others - Services: N/A
13a. **Ordering Address:**

The Brewer-Garrett Company  
6800 Eastland Road  
Phone: (440) 243-3535  
Fax: (440) 243-9993

13b. **Ordering Procedures:**

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in FAR 8.405-3

14. **Payment Address:**

The Brewer-Garrett Company  
6800 Eastland Road  
Phone: (440) 243-3535  
Fax: (440) 243-9993

15. **Warranty Provision:**

Standard Commercial Warranty. Customer should contact Brewer-Garrett for a copy of the warranty.

16. **Export Packaging Charges:**

None

17. **Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level may be inserted by contractor):**

No special concessions granted.

18. **Terms and Conditions of Rental, Maintenance, and Repair:**

Provided under Ancillary Services SINs 246 1000, 246 51, and 246 52

19. **Terms and Conditions of Installation:**

Provided under Ancillary Services SINs 246 1000, 246 51, and 246 52

20. **Terms and Conditions of Repair Parts:**

Contact Brewer-Garrett.
20a. **Terms and Conditions for any other Services:**

Provided under Ancillary Services SINs 246 1000, 246 51, and 246 52

21. **List of Service and Distribution Points:**

The Brewer-Garrett Company  
6800 Eastland Road  
Phone: (440) 243-3535  
Fax: (440) 243-9993

22. **List of Participating Dealers:**

Not Applicable

23. **Preventive Maintenance:**

Provided under Ancillary Services SIN 246 1000

24a. **Special Attributes Such as Environmental (e.g. recycled content, energy efficiency, and/or reduced pollutants):**

Not Applicable

24b. **Section 508 Compliance for EIT:**

Not Applicable

25. **Data Universal Number System (DUNS) Number:**

00-683-1606

26. **Notification Regarding Registration in System for Award Management (SAM) Database:**

Brewer-Garrett has an Active Registration in the SAM database.
27. Special Item Numbers (SINs) Detailed Description

**246 42 1 – Facility Management Systems** - Facility Management Systems Including accessories and repair parts, computerized systems for surveillance, monitoring, controlling, signaling and reporting multiple functions. Security Functions (i.e., access control, fire detection, intrusion, etc.), and/or Energy and Facility Management Functions, Building Automation Control Systems (including lighting, HVAC controls and sensors), Building Comfort Systems (including heating, ventilation and air conditioners, chillers).

**246 51 – Installation Requiring Construction** - INCLUDES: Installation that requires construction.

Note 1: Brewer-Garrett may only offer this special item number in conjunction with systems offered under another ‘246’ SIN.

Note 2: Ancillary services involving installation which do not meet the definition of construction as defined in FAR 2.101 shall be covered under SIN 246-1000.

Note 3: This SIN specifically EXCLUDES 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 contract order as an open market item.

When performing services under this SIN, contractors are responsible for the following:

- Contractors must comply with Construction Clauses and Davis-Bacon Regulations. The clauses shown in Addendum 1 to Attachment 3 of this solicitation will apply to agency orders placed against the schedule contract.

- Compliance with all local laws, regulations and ordinances are the responsibility of the GSA prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors under a resultant contract.

- Contractors shall review the statement of work issued by the ordering agency and provide a separate quote for services to be performed under this SIN based on the ordering agency’s requirements. Should the contractor not be able to meet 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.

- Contractors must provide bonding and insurance as required by the ordering agency’s statement of work.

- Contractors may serve as a prime contractor and subcontract any services, including installation or site preparation, unless specifically prohibited by the ordering contracting officer. Subcontractors must comply with any licensing and bonding requirements specified in the statement of work.
The contractor shall be responsible, accountable and liable for all work performed, including 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 contractor shall ensure all warranties are honored. All construction work must be guaranteed for any defect in workmanship and materials.

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.

When placing orders for services under this SIN, Ordering Agencies shall follow the procedures at FAR 8.405: The ordering agency is responsible for the following:

- 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 to be performed under this SIN, Ordering Agencies must comply and ensure contractor compliance with the Construction Clauses and Davis-Bacon Regulations. See Appendix 1 of the GSA solicitation for a complete listing of the FAR and GSAM Clauses incorporated by reference for all schedule contractors awarded this SIN. Ordering agencies shall utilize these clauses as a guideline and shall incorporate the applicable clauses into the statement of work for orders issued against the Federal Supply Schedule contract. 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” shall be completed by the ordering agency. Any agency specific clauses which may apply based on agency regulations or requirements shall be incorporated in the agency task order.

- Defining and issuing the statement of work for services, including installation and site preparation. It is essential that the ordering agency’s statement of work includes an accurate description of the work requirement 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 and resulting task order.

- Reviewing quotations from schedule contractors to ensure the work proposed meets the statement of work requirements. The ordering agency should request the contractor to submit fixed price quotes to perform the services.

- The ordering agency shall evaluate all responses received using the evaluation criteria provided to the schedule contractors. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable.
• Performance clauses shall be modified for each job by the ordering agency.

• Administration of orders issued under this Special Item Number.

• All orders and payments must be made to the schedule contractor or their designee. Example: A contractor may designate a participating dealer to receive payment.

All proposed services must be within the contract scope. Furnish a full and detailed description of the services offered and a pricing proposal in accordance with the Services Pricing Proposal (See Pricing Proposal Attachment to this solicitation) of the solicitation. Upon award, the contract will specifically state those services accepted for this SIN.

OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH SYSTEMS OFFERED UNDER THIS SCHEDULE. THE PRINCIPAL PURPOSE OF THIS SCHEDULE IS FOR THE PURCHASE OF ALARM AND SIGNAL SYSTEMS/FACILITY MANAGEMENT SYSTEMS.

246 52 – Professional Security/Facility Management Services - Security Consulting/Training and Facility Management Consulting. Professional Services offered under this SIN shall be for the support of security systems (including access control, intrusion alarms, fire alarm systems, etc.) and Facility Management Systems (including security and energy management) only. Excludes personal services.

246 53 – Facility Management Energy Solutions - Includes, but not limited to projects using appropriated funds as well as alternative financing methods through the use of Energy Savings Performance Contracts (ESPC’s) in accordance with the National Energy Conservation Policy Act (NECPA) as amended by the Energy Policy Act of 2005 (EPACT). Projects include energy audits, project management, and energy upgrades of HVAC, Lighting, Controls, etc.

APPLIES WHEN SIN 246 53 IS UTILIZED FOR ENERGY SAVINGS PERFORMANCE CONTRACTS ONLY

FACILITY ENERGY SAVINGS UPGRADES AND IMPROVEMENTS PERFORMED UNDER THIS SIN SHALL COMPLY WITH ALL APPLICABLE PROVISIONS SET FORTH IN 42.U.S.C. § 8287 ET SEQ AND 10 C.F.R § 436.30 ET SEQ INCLUDING, AND IN ADDITION TO, THE FOLLOWING REQUIREMENTS:

• Agencies may enter into energy savings performance contracts (ESPCs) under this SIN for a period not to exceed 25 years without funding of cancellation charges.

• Annual Energy Measurement and Verification (M&V) are required. The M&V is required to be performed utilizing the International Performance Measurement and Verification Protocol (IPMVP). Steps in the process include: baseline verification, post-installation verification, and regular interval post-installation verification. Required M&V shall be included in the financing payment quoted by the contractor in response to the agency’s SOW.

• Annual Energy Audits are to be performed utilizing the M&V Protocol issued by the Department of Energy’s Federal Energy Management Program (FEMP). Required energy audits may be performed by the agency. Annual energy audits performed by the contractor shall be included in the payment quoted by the contractor in response to the agency’s SOW.
• Terms and Conditions of the Performance Guarantee shall be specified by the contractor in its response to the agency’s SOW. This guarantee shall, at a minimum, provide that the contractor is responsible for maintenance and repair services for any energy related equipment installed under this agreement (including computer software systems). The contractor shall guarantee a minimum amount of energy cost savings per year. Shall the minimum savings amount not be met, the difference shall be paid to the agency within 30 days of the end of the yearly period. An analysis shall be performed to determine if a contract change is required in the event that the guaranteed minimum amount is not met.

• Aggregate annual payments made by an agency to both the utility and energy savings performance contract may not exceed the amount that the agency would have paid for utilities in the absence of the ESPC during the life of the agreement.

• Guaranteed cost savings must exceed the debt service requirements.

• Customer agencies shall have the right to place additional requirements within the scope of this contract in their SOW. Any maintenance agreement performed under this provision shall be effective for the duration of the project, unless otherwise specified by the agency in their scope of work.

• The agency shall have the option of “buying out” the contract at any period during the project. The buy-out amount shall be the equitable adjustment (GSAM 552.243-71) and pricing proposal, (GSMA 552.243.70), based on the evaluation of the ESCO’s proposal.

SPECIAL PROVISIONS - Contracts awarded under this SIN are to be for the number of years stated in the task order. The Government has the right to terminate this contract for convenience or default in accordance with Federal Acquisition Regulation Part 49.

CANCELLATION CEILING - In the event of a partial termination for convenience, the Government shall negotiate a reasonable equitable adjustment, (GSAM 552.243-71) and pricing proposal (GSAM 552.243-70) based on the evaluation of the ESCO’s proposal.

PERFORMANCE DELAYS - The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence. Any delays caused by the Government in its contractual capacity shall be dealt with in accordance with Federal Acquisition Regulation 42.13. Notwithstanding this provision, the Contractor shall not be entitled to any adjustment in the term or price of the ESPC arising from delays caused by the Government unless a detailed Critical Path Method Schedule was provided to the Government at the start of the project and updated regularly by the Contractor.
ESPC ENABLE PROCESS - Overview

The Department of Energy’s (DOE) Federal Energy Management Program (FEMP) is facilitating a fast-track approach to ESPCs referred to as the ESPC Enable process tailored for small Federal facilities (under 200,000 square feet) to implement targeted energy conservation measures (ECMs) including but not limited to lighting, water, and controls. The ESPC ENABLE process provides a standardized process to quickly award and install projects with basic levels of measurement and verification (M&V).

ESPC ENABLE PROCESS - Provides:

- A streamlined and standardized selection and acquisition process;
- Defined parameters for savings and scope; and
- M&V appropriate for the project size and scope.

For vendors who wish to participate in the ESPC ENABLE Process, current SIN 246-53 Schedule 84 contract holders can modify their contracts to annotate participation in the ESPC ENABLE Process.

All Schedule 84 contract terms and conditions will still apply when utilizing the ESPC ENABLE Process to the extent that such terms and conditions are not inconsistent with the ESPC authority (42 U.S.C. § 8287 et seq; 10 C.F.R § 436.30 et seq.). Additionally, vendors utilizing the ESPC ENABLE Process may be required to provide various data elements to FEMP as described and incorporated into any resultant MAS Task Order placed against Schedule 84 utilizing the ESPC ENABLE Process.

ESPC ENABLE PROCESS – Streamlined Ordering Procedures:

- Contractor expresses interest to the Agency Request for Quotation / Notice of Opportunity (for Schedules – posted on GSA eBuy). *
- Contractor and Agency enter into agreement for the Contractor to perform a detailed Investment Grade Energy Audit (IGA). The contractor shall utilize the templates and tools provided by the DOE’s Federal Energy Management Program (FEMP) to perform the IGA. **
- Contractor shall present a final proposal which includes an overview of the proposed project, the audit findings and savings guarantees (generated from FEMP tool), M&V plan (generated from FEMP template) and a price proposal (including FEMP ESPC schedules). The price proposal shall consist of product prices, and labor prices (to be negotiated in accordance with awarded contract terms and conditions). The periodic payment shall be calculated by the Contractor utilizing the contractual rate of interest. In addition to the Final Proposal the ESCO will also present the scope of work, which may include preliminary drawings/plans.
- Upon agreement to the price proposal and SOW, an ESPC MAS task order shall be issued by the ordering agency.
- Upon acceptance of the work, the guarantee period shall begin.

*Agency will determine which contractor offers the best value after this step. No cost to the agency for this service.
**Cost of the detailed IGA may be paid for by the agency or rolled into the lease agreement.

**246 1000: Security, Alarm & Signal Systems Ancillary Supplies and/or Services** - Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor’s offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchases that are exclusively for supplies and/or services already available under another schedule.

**Note 1**: SIN 246-1000 includes services that have been previously offered under 246-50. BREWER-GARRETT MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH PRODUCTS/SERVICES OFFERED UNDER ANOTHER '246' SIN.

Includes, but is not limited to: supplies and/or services necessary to install the system (from design through startup), maintain the system (including maintenance agreements, which may not exceed the term of this contract), or training. 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 which are applicable to the Service Contract Act (SCA)

When performing services under this SIN, contractors are responsible for the following:

- Contractors may subcontract any ancillary services or supplies ordered under this Special Item Number, unless specifically prohibited by the contracting officer issuing the order against the Multiple Award Schedule contract.
- Contractors are responsible for insuring that the scope of work is completed and all warranties are honored.
- Subcontractors must be licensed and bonded, as applicable.
- Compliance with all local laws, regulations, and ordinances are the responsibility of the prime contractor.
- The prime contractor shall accept full responsibility and liability for all work performed by subcontractors, at any level or tier.
• The Government reserves the right to apply liquidated damages whenever the required delivery date is not met.

• Contractors are required to maintain insurance in accordance with Clause 52.228-5, Insurance – Work on a Government Installation.

• Agencies’ Scope of Work will inform the Contractor of the required insurance amounts. Clause 52.228-5 is made part of this contract by reference.

• The contracting officer for the ordering agency may insert any agency unique requirements for the job, including employee suitability determination requirements (security checks), into the scope of work.

• Contractor quotations shall specifically detail all products and services with the contract price and provide a single price for services.

• Sales of ancillary services or supplies shall not be combined or reported with the product SIN.

When placing orders for services under this SIN, Ordering Agencies shall follow the procedures at FAR 8.4. The ordering agency is responsible for the following:

• 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 shall 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.

• Pricing of services has been determined fair and reasonable by GSA. However, ordering agencies shall make a determination that the total price is fair and reasonable based on the level of effort and the mix of labor proposed.

• Ordering agencies will comply with all appropriation laws and ensure that the correct types of funds are obligated on each order.

Special Instructions: All proposed supplies and services must be within the scope of this SIN on the contract. Furnish a full and detailed description of the supplies and / or services offered and a pricing proposal in accordance with the Pricing Proposal document of the solicitation.

The work performed under this SIN shall be associated with existing SIN(s) that are part of this schedule. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s) of the same schedule. Offeror may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s) under this schedule.
VOLUME II – CUSTOMER INSTRUCTIONS

1. Instructions for Placing Orders for Services Based on GSA Schedule Hourly Rates

GSA provides a streamlined, efficient process for ordering the services you need. GSA has already determined that Brewer-Garrett meets the technical requirements and that our prices offered are fair and reasonable. Agencies may use written orders; facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract. If it is determined that your agency needs an outside source to provide Schedule 84 Services, follow these simple steps and include any additional requirements specific to your agency acquisition regulations that may apply:

Step 1. Develop a Statement of Work (SOW) In the SOW, include the following information:

- Work to be performed;
- Location of work;
- Period of performance;
- Deliverable schedule; and
- Special standards and any special requirements, where applicable.

Step 2. Select Contractor and Place Order

- If the order value is anticipated to be at or below the micro-purchase threshold, select the GSA Schedule contractor best suited for your needs and place the order.
- If the anticipated order value exceeds the micro-purchase threshold, but is less than the simplified acquisition threshold, prepare an RFQ (see Step 3, below);
- If the order is more than the simplified acquisition threshold and more than the GSA Schedule SIN Maximum Order Threshold, prepare an RFQ (see Step 3, below). Consider expansion of competition among qualified GSA Schedule contract holders, and seek additional price discounts.

Step 3. Prepare a Request for Quote (RFQ)

- Include the SOW and evaluation criteria;
- Request fixed price, ceiling price, or, if not possible, labor hour or time and materials proposal;
- If preferred, request a performance plan from contractors and information on past experience, and include information describing the basis for selection of awardee.
- May be posted on GSA’s electronic RFQ system, “GSA e-Buy”

Step 4. Provide the RFQ to at least three qualified GSA Schedule Contract holders.

Step 5. Evaluate offers, select best value contractor, and place the order.
2. Instructions for Placing Orders for Supplies Based on GSA Schedule Fixed Prices

GSA provides a streamlined, efficient process for ordering the supplies you need. GSA has already determined that Dedicated Micros, Inc.’s prices are fair and reasonable. Agencies may use written orders; facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

Orders under the Micro-Purchase Threshold

- Place the order directly with the contractor for the item that best meets your needs

Orders over the Micro-Purchase Threshold, as required by FAR 8.404, you are required to do the following:

- Review the GSA Advantage! online shopping service;
- Then make a Best Value determination.

OR

- Review 3 Schedule contractors’ pricelists.
- Select Best Value (considering price, plus administrative costs).
- Place the order directly with Schedule contractor of your choice.

Orders over the Maximum Order Threshold

- Follow the procedures for orders over the micro-purchase threshold.
- Review additional price lists or use the GSA Advantage! online shopping service.
- Seek price reductions from Schedule contractors that represent Best Value.
- Place your order with the Schedule contractor offering the Best Value.
3. **Blanket Purchase Agreements (BPAs)**

This information will help ordering offices understand how to use Blanket Purchase Agreements (BPAs) under GSA Federal Supply Schedule contracts.

Blanket Purchase Agreements (BPAs) are a simplified method of filling anticipated repetitive needs for services and products. BPAs are "charge accounts" that ordering offices establish with GSA Schedule contractors to provide themselves with an easy ordering tool. In accordance with Federal Acquisition Regulation (FAR) 8.404, ordering offices may establish BPAs under any GSA Schedule contract.

**Benefits and Advantages of Using BPAs**

Contractual terms and conditions are contained in GSA Schedule contracts and are not to be renegotiated for GSA Federal Supply Schedule BPAs. Therefore, as a purchasing option, BPAs eliminate such contracting and open market costs as the search for sources, the need to prepare solicitations, and the requirement to synopsis the acquisition. BPAs also—

- Satisfy recurring requirements;
- Reduce acquisition costs through quantity discounts;
- Save time by eliminating repetitive, individual purchases and payments;
- Reduce administrative efforts and paperwork;
- Obtain better value by leveraging an ordering office's buying power through volume purchasing;
- Enable an ordering office to use streamlined ordering procedures with no dollar limitations on individual task/delivery orders;
- Permit an ordering office to incorporate Contractor Team Arrangements;
- Allow for quicker turnarounds on orders; and
- Permit an ordering office to incorporate terms and conditions not in conflict with the underlying contract.

A BPA can be set up for field offices across the nation to use, thus allowing them to participate in an ordering office's BPA and place orders directly with GSA Federal Supply Schedule contractors. In doing so, the entire agency reaps the benefits of additional discounts negotiated into the BPA. In addition, the ordering office reduces the administrative burden of writing numerous task/delivery orders, while still being able to order as much as it wants and as often as it wants. The flexibility and advantages are endless when setting up a BPA.

**Setting Up a BPA**

BPAs are established directly with GSA Schedule contractors. In accordance with FAR 8.404, an ordering office may request a price reduction based on the total estimated volume of the BPA, regardless of the size of individual orders. The Request for Quotation (RFQ) should specify the ordering office's requirements, including estimated quantities and work to be performed, and should advise GSA Schedule contractors whether the ordering office intends to establish a single BPA or multiple BPAs.
Generally, a single BPA should be established when the ordering office can easily define its services and/or products requirements and a firm-fixed price or ceiling price can be established. Since a best value selection is made when the single BPA is established, the ordering office does not need to make a separate best value selection for each order under the BPA.

Multiple BPAs should be established when the ordering office cannot easily define its services and/or products requirements, or it determines that more than one BPA is needed to meet its needs. First determine which GSA Schedule contractors are technically qualified and then establish BPAs with them. When multiple BPAs are established, each order must be competed among all BPA holders and a best value selection must be made each time an order is placed.

**All BPAs must contain certain information, such as:**

- The name of the GSA Schedule contractor;
- The GSA Schedule contract number;
- The BPA number assigned by the ordering office;
- A description of the requirement, to include estimated quantities and work to be performed;
- The prices and/or discounts;
- The extent of the obligation;
- Any additional price reductions negotiated by the ordering office, based on the proposed dollar value of the BPA;
- A listing of individuals authorized to purchase under the BPA;
- The delivery or performance time frames;
- The location of deliveries;
- The frequency of ordering and invoicing;
- The date of BPA expiration; and
- A statement that all other terms and conditions are contained in the GSA Federal Supply Schedule contract.

**Note:** Prices under GSA Federal Supply Schedule contracts have already been determined to be fair and reasonable.
SAMPLE

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act _____(Agency)_____ and The Brewer-Garrett Company enter a cooperative blanket purchase agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-07F-190CA.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

___________________________________    ______________________________________
AGENCY    DATE    CONTRACTOR    DATE
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-07F-190CA, Blanket Purchase Agreements, The Brewer Garrett Company, agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>ITEM (Model/Part Number or Type of Service)</th>
<th>SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULE/DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be ____________.

4) This BPA does not obligate any funds.

5) This BPA expires on ______________________ or at the end of the contract period, whichever is earlier.

6) The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICER</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications.
(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Task/Delivery Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.

(9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an Inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

*IMPORTANT -- The Federal Supply Schedules Program permits contractors to offer price discounts in accordance with commercial practice. Contractor Team Arrangements are permitted with Federal Supply schedule contractors in accordance with FAR Subpart 9.6.
## VOLUME III – HOURLY RATES AND LABOR CATEGORIES

### 1. Nationwide Rates (SINs 246 51, 246 52, 246 53)

<table>
<thead>
<tr>
<th>SINs</th>
<th>Labor Category</th>
<th>GSA Schedule Contract Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>246 52, 246 53</td>
<td>Principal</td>
<td>$137.75</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Senior Project Manager</td>
<td>$114.00</td>
</tr>
<tr>
<td>246 51, 246 52, 246 53</td>
<td>Project Manager</td>
<td>$95.00</td>
</tr>
<tr>
<td>246 51, 246 52, 246 53</td>
<td>Safety Manager</td>
<td>$95.00</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Operations Manager</td>
<td>$114.00</td>
</tr>
<tr>
<td>246 52, 246 52, 246 53</td>
<td>Field Superintendent</td>
<td>$95.00</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Energy Engineer Team Lead</td>
<td>$114.00</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Senior Engineer</td>
<td>$114.00</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Senior Energy Engineer</td>
<td>$114.00</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Energy Engineer</td>
<td>$97.28</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Energy Auditor</td>
<td>$97.28</td>
</tr>
<tr>
<td>246 52, 246 53</td>
<td>Commissioning Manager</td>
<td>$114.00</td>
</tr>
<tr>
<td>246 51, 246 52, 246 53</td>
<td>Commissioning Agent</td>
<td>$87.50</td>
</tr>
</tbody>
</table>

### 2. Regional Rates (SIN 246 1000)

Brewer-Garrett’s commercial pricing offered under SIN 246 1000 varies by seven regions and six groupings of cities within those regions. The price ranges, regions and differentiated cities are detailed below.

<table>
<thead>
<tr>
<th>SINs</th>
<th>Labor Category</th>
<th>Range of GSA Schedule Contract Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>246 1000</td>
<td>Field Commissioning of Smart Chiller Equipment Board</td>
<td>$3,777.84</td>
</tr>
<tr>
<td>246 1000</td>
<td>PCAT Factory Start Up</td>
<td>$755.46</td>
</tr>
<tr>
<td>246 1000</td>
<td>Pipefitter Superintendent</td>
<td>$97.30 - $163.30</td>
</tr>
<tr>
<td>246 1000</td>
<td>Chiller Mechanic</td>
<td>$120.15 - $158.60</td>
</tr>
<tr>
<td>246 1000</td>
<td>Electrician</td>
<td>$91.94 - $144.01</td>
</tr>
<tr>
<td>246 1000</td>
<td>Insulator</td>
<td>$97.30 - $128.44</td>
</tr>
<tr>
<td>246 1000</td>
<td>Rigger Foreman</td>
<td>$99.32 - $131.10</td>
</tr>
<tr>
<td>246 1000</td>
<td>Rigger Journeyman</td>
<td>$95.45 - $126.00</td>
</tr>
</tbody>
</table>
Southwest: Utah, Arizona, Colorado, New Mexico, Oklahoma, Texas (Cities: Phoenix, AZ; Denver, CO; Austin, TX; Dallas, TX; Houston, TX; San Antonio; TX)

Southeast: Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, Florida, North Carolina, South Carolina (Differentiated Cities: Charlotte, NC; Raleigh, NC; Columbia, SC; Orlando, FL; Miami, FL)

Northwest: Washington, Oregon, Idaho, Montana, Wyoming (Cities: Portland, OR; Seattle, WA)

Pacific Southwest: California, Nevada (Cities: Fresno, CA; Los Angeles, CA; San Diego, CA; San Francisco, CA)

Midwest: North Dakota, South Dakota, Nebraska, Kansas, Minnesota, Iowa, Missouri, Wisconsin, Illinois, Indiana, Michigan, Kentucky (Cities: Detroit, Chicago)

Mid-Atlantic: New York, Pennsylvania, New Jersey, Maryland, West Virginia, Virginia, Delaware (Cities: New York, Newark, Washington D.C.)

Northeast: Vermont, New Hampshire, Maine, Massachusetts, Rhode Island, Connecticut

3. Overtime Rates (SINs 246 51, 246 1000)

Labor Categories for SIN 246-1000 Ancillary Services & SIN 246-51 Installation Involving Construction - The rates shown above are for labor services performed during standard work hours and are the GSA ceiling rates (maximum price). An overtime premium is not charged for the exempt overtime labor services (See Service Contract Act Exempt / Non-Exempt listing). That is not the case for non-exempt positions. Brewer-Garrett will compensate non-exempt employees performing work on GSA projects in accordance with the Fair Labor Standards Act, whereby the employee will receive overtime pay of at least one and one-half times their regular rate of pay for hours worked more than 40 in a workweek.

4. Labor Category Descriptions

A description of the functions, experience requirements, and educational requirements for each GSA schedule labor category is provided below. An explanation regarding experience and education equivalencies is presented at the end of this section.

Principal (246 52, 246 53)

Functional Description: Provides overall responsibility for all projects; high level technical guidance and review of senior staff; formulate, implement and oversee the strategic plan that guides the direction of the business.

Minimum Experience: Fifteen (15) years business management experience.

Minimum Education: Bachelor degree in engineering, business administration or industrial operations from an accredited institution of higher education.
Senior Project Manager (246 52, 246 53)

**Functional Description:** Direct and focus effort, expertise, creative talent and construction management to all project related construction & developmental issues from award through completion of the work.

**Minimum Experience:** Ten (10) years engineering or related industry experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related technical field. Maintain certifications in industry recognized entities (PMI, ASHRAE).

Project Manager (246 51, 246-52, 246 53)

**Functional Description:** Manages all project related construction & developmental work from award through completion of the work.

**Minimum Experience:** Five (5) years engineering or related industry experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related technical field. Maintain certifications in industry recognized entities (PMI, ASHRAE).

Safety Manager (246 51, 246-52, 246 53)

**Functional Description:** Manages and coordinates safety activities to ensure implementation of safety activities throughout the organization. Certified to train in OSHA 30 Hr. course.

**Minimum Experience:** Five (5) years of progressive field safety experience in a construction related field.

**Minimum Education:** Bachelor degree in environmental, health or safety discipline. Maintain certifications in industry recognized entities (OSHA, ASHRAE).

Operations Manager (246-52, 246 53)

**Functional Description:** Efficiently manage and direct the company resources of labor, equipment, tools, construction vehicles, shop machinery and stock to its maximum potential for the benefit of all departments.

**Minimum Experience:** Ten (10) years field management or related industry experience.

**Minimum Education:** Associate degree in the trades, engineering, or related technical field. Maintains certifications in industry recognized entities (PMI, ASHRAE, Trade certification).

Field Superintendent (246 51, 246 52, 246 53)

**Functional Description:** Responsible for the scheduling and the coordination of field labor under the direction of the Operations Manager.

**Minimum Experience:** Five (5) years field management or related industry experience.

**Minimum Education:** Maintains certifications in industry recognized entities (PMI, ASHRAE, Trade certification).
### Energy Engineer Team Lead

**Functional Description:** Directs project team of Energy Engineers/Auditors. Assists in developing and executing project plan activities, resource allocation, overall management of project budget and ensures projects are executed within contract parameters.

**Minimum Experience:** Ten (10) years energy engineering or relevant experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related technical field. Maintain certifications in industry recognized entities (AEE, ASHRAE).

### Senior Engineer

**Functional Description:** Initiate conceptual design subject to review and approval of the Engineering and Construction Manager or develop the design concepts originated by the Engineering Manager.

**Minimum Experience:** Five (5) years engineering or related industry experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (AEE, ASHRAE).

### Senior Energy Engineer

**Functional Description:** Conduct Energy Survey of Buildings, process and understand utility data analysis, develop solutions that are consistent with state of the art technologies.

**Minimum Experience:** Five (5) years energy engineering or related industry experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (AEE, ASHRAE).

### Engineer

**Functional Description:** Initiate conceptual design subject to review and approval of the Engineering and Construction Manager or develop the design concepts originated by the Engineering Manager.

**Minimum Experience:** Two (2) years engineering or related industry experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (AEE, ASHRAE).

### Energy Engineer

**Functional Description:** Conduct Energy Survey of Buildings, process and understand utility data analysis, develop solutions that are consistent with state of the art technologies.

**Minimum Experience:** Two (2) years energy engineering or related industry experience.

**Minimum Education:** Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (AEE, ASHRAE).
Energy Auditor

Functional Description: Responsible for obtaining and analyzing utility information for clients and formatting information as required.

Minimum Experience: Two (2) years energy engineering or related industry experience.

Minimum Education: Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (AEE, ASHRAE).

Commissioning Manager

Functional Description: Organizes commissioning effort during design, construction warranty and retro-commissioning for the project. Assigns tasks to engineers, designers and engineers under supervision.

Minimum Experience: Ten (10) years engineering or related industry experience.

Minimum Education: Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (ASHRAE).

Commissioning Agent

Functional Description: Organizes commissioning effort during design, construction warranty and retro-commissioning for the project. Assigns tasks to engineers, designers and engineers under supervision.

Minimum Experience: Ten (10) years engineering or related industry experience.

Minimum Education: Bachelor degree in engineering, industrial operations or related field. Maintain certifications in industry recognized entities (ASHRAE).

Pipefitter Superintendent

Functional Description: Schedules and coordinates field labor for installing, performing preventive maintenance of, and repairing HVAC and/or refrigeration systems with a focus on chillers.

Minimum Experience: Five (5) years HVAC, chiller, refrigeration, plumbing, pipefitting and/or mechanical equipment service or related industry experience.

Minimum Education: Licenses and certifications from industry recognized entities (PMI, ASHRAE, Trade).

Chiller Mechanic

Functional Description: Installs, performs preventive maintenance of and repairs HVAC and/or refrigeration systems with a focus on chillers. Performs complex troubleshooting and repairs of industrial and commercial mechanical equipment.

Minimum Experience: Five (5) years HVAC, chiller, refrigeration, plumbing, pipefitting and/or mechanical equipment service or related industry experience.

Minimum Education: Licenses and certifications from industry recognized entities (PMI, ASHRAE, Trade).
**Electrician** (246 1000)

**Functional Description:** Installs, and performs maintenance of electrical control systems, including wiring, switches and other systems in a variety of settings. Installs, troubleshoots, wires, and tests building automation, HVAC equipment, security systems, fire safety, or other building systems.

**Minimum Experience:** Five (5) years related industry experience.

**Minimum Education:** Licenses and certifications from industry recognized entities (PMI, ASHRAE, Trade).

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**Insulator** (246 1000)

**Functional Description:** Installs insulation for heating, ventilation, air conditioning, refrigeration systems.

**Minimum Experience:** Five (5) years related industry experience.

**Minimum Education:** Licenses and certifications from industry recognized entities (PMI, ASHRAE, Trade).

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**Rigger Foreman** (246 1000)

**Functional Description:** Supervises all activities associated with crane operations, heavy hauling, machinery moving, including any special / complex rigging. May also be responsible for short-term warehousing. Assigns tasks to rigger journeymen under his/her supervision.

**Minimum Experience:** Five (5) years related industry experience.

**Minimum Education:** Licenses and certifications from industry recognized entities (PMI, ASHRAE, Trade).

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**Rigger** (246 1000)

**Functional Description:** Performs general rigging operations, such as hauling, machinery moving.

**Minimum Experience:** Five (5) years related industry experience.

**Minimum Education:** Licenses and certifications from industry recognized entities (PMI, ASHRAE, Trade).
## VOLUME IV – PRODUCTS

1. **Nationwide Rates (SIN 246 42 1)**

<table>
<thead>
<tr>
<th>SINs</th>
<th>Part Number</th>
<th>Description</th>
<th>Price Each</th>
<th>FOB</th>
<th>Required Order Multiple</th>
</tr>
</thead>
<tbody>
<tr>
<td>246 42 1</td>
<td>AT 19-98</td>
<td>Evapco Draft Counter Flow Cooling Tower-200</td>
<td>$26,869.57</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>AT 19-911</td>
<td>Evapco Draft Counter Flow Cooling Tower-300</td>
<td>$36,350.86</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>AT 112-912</td>
<td>Evapco Draft Counter Flow Cooling Tower-500</td>
<td>$56,320.81</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>AT 112-618</td>
<td>Evapco Draft Counter Flow Cooling Tower-700</td>
<td>$74,639.11</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>AT 114-0824</td>
<td>Evapco Draft Counter Flow Cooling Tower-900</td>
<td>$102,910.99</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>AT 114-1224</td>
<td>Evapco Draft Counter Flow Cooling Tower-1100</td>
<td>$112,820.89</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 7021</td>
<td>1000-Ton Water Cooled Centrifugal chiller</td>
<td>$237,551.58</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 5750</td>
<td>Starter / Variable Speed Drive 460/3/60</td>
<td>$35,505.96</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 8503</td>
<td>Motor / Compressor Warranty - 66 Months</td>
<td>$6,934.20</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 8178</td>
<td>Motor / Compressor Warranty - 18 Months</td>
<td>$333.90</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 7021</td>
<td>1000-Ton Water Cooled Centrifugal chiller</td>
<td>$237,551.58</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 5750</td>
<td>Starter / Variable Speed Drive 460/3/60</td>
<td>$35,505.96</td>
<td>Destination</td>
<td>1</td>
</tr>
<tr>
<td>246 42 1</td>
<td>YKIHKSH9-EYGS 8503</td>
<td>Motor / Compressor Warranty - 66 Months</td>
<td>$6,934.20</td>
<td>Destination</td>
<td>1</td>
</tr>
</tbody>
</table>