

GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

SCHEDULE 084 - TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITY
MANAGEMENT SYSTEMS, FIRE, RESCUE, SPECIAL PURPOSE CLOTHING, MARINE CRAFT AND
EMERGENCY/DISASTER RESPONSE

FSC Group 63 – Alarm and Signal System/Facility Management Systems, Professional Security/Facility Management Services, and Guard Services

Contract Number: GS-07F-0100M

Period Covered by Contract: December 10, 2016 – December 9, 2021

Contract Administrator: Mr. Kenny Woolford

Concentric Security, LLC 7560 Main Street Sykesville, MD 21784-7353

> Tel: (410) 552-9950 Fax: (410) 552-9939

http://www.concentricsecurity.com/

Pricelist current through Modification PA-0083 dated February 21, 2018

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!, a menu-driven database system. The INTERNET address for GSA Advantage! is: http://GSAAdvantage.gov

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Information for Ordering Activities

General Terms and Conditions:

1. Awarded Special Item Numbers (SIN):

246-35(1) PURCH PURCH Access Control Systems, Door entry control by card access, magnetic proximity - including

but not limited to Biometric

246-42(1) PORCH PORCH 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.) Energy and Facility Management Functions and Services, Building Automation Control systems (including lighting, HVAC controls and sensors), Building Comfort Systems (including

heating, ventilation and air conditioning, chillers)

246-43 PURCH Perimeter Security/Detection Systems including but not limited to Fencing, Sensors, etc.

246-51 PURCH PURCH Installation of Security/Facility Management Systems Requiring Construction.

246-1000 PURCH PURCH Ancillary Services relating to Security/Facility Management Systems - Including services

necessary to install the system (design through startup), maintain the system (including

maintenance agreements, or training). Excludes construction

2. Maximum Order: 246-35(1), 246-42(1) \$150,000 per SIN/per order

246-43 \$100,000 per SIN/per order

246-1000, 246-51 \$200,000 per SIN/per order

If the "Best Value" selection places your order over this Maximum Order, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. Minimum Order: \$100.00

4. Geographic Coverage: Domestic, 50 States, Washington DC, Puerto Rico, US Territories

5. Points of Production: Various United States Locations

6. Basic Discount: Prices shown herein are GSA Net

7. Quantity Discount(s): None, additional discounts may be negotiated with the ordering

activity for orders exceeding the maximum order established

8. Prompt Payment Terms: Net 30 Days

9a. Government Purchase Cards: Government Purchase Cards are accepted at or below the

Micro-purchase threshold (\$3,000)

9b. Government Purchase Cards: Government purchase cards are accepted above the micro-purchase

threshold

10. Foreign Items: None

11a. Time of Delivery: Brand / Product Type / SIN / Delivery

<u>Brand</u>	Product Type	SIN	Delivery ARO
Ameristar Perimeter Secuirty USA Inc.	Bollards	246-43	56 Days
Auto Gate, Inc.	Vehicle Barriers & Operators	246-35 (1)	84 Days
B&B ARMR Corporation	Active Vehicle Barriers	246-35 (1)	84 Days
Blue Ember Technologies, LLC	Vehicle Barriers	246-35 (1)	56 Days
Heald Limited	Vehicle Barriers	246-35 (1)	56 Days
Meridian Rapid Defense Group	Vehicle Barriers	246-35 (1)	56 Days
Ross Technology Corporation	Vehicle Barriers	246-35 (1)	56 Days
RSSI Barriers, LLC.	Vehicle Barriers	246-35 (1)	56 Days
Concentric Security, LLC	Pre-Cast Concrete Barriers	246-35 (1)	56-70 Days
Concentric Security, LLC	AVB Repair Parts	246-35 (1)	28 Days
CP Films, Inc.	Window Film	246-42 (1)	42 Days
Hy Security Gate, Inc.	Gates and Gate Operators	246-35 (1)	42 Days
Par-Kut International, Inc.	Guard Booths	246-42 (1)	28-98 Days

11b. Expedited Delivery: Negotiated at Task order level

11c. Overnight and 2-Day Delivery: N/A

11d. Urgent Requirements: Contact Kenny Woolford (410-552-9950) for a faster delivery, if available.

12. FOB Point: F.O.B. Origin

13. Ordering Address: Concentric Security, LLC

7560 Main Street

Sykesville, MD 21784-7353

Tel: (410) 552-9950 Fax: (410) 552-9939

14. Payment Address: Same as Contractor

15. Warranty Provision: Standard Manufacturer Commercial Warranty

16. Export Packing Charges: Not Applicable

17. Terms and Conditions of Government Accepted

Purchase Card Acceptance

18. Terms and Conditions Applicable to Rental, Offered under SIN 246-1000

Maintenance and Repair

19. Terms and Conditions Applicable to Installation: Offered under SINs 246-1000 and 246-51.

20. Terms and Conditions Applicable to Repair Parts: Call Concentric Security, LLC.

21. Terms and Conditions Applicable to any other Services: May Apply under SIN 246-1000

22. List of Service and Distribution Points:

<u>Alabama</u> <u>Maryland</u> <u>Virginia</u>

Concentric Security, LLC. Concentric Security, LLC. Concentric Security, LLC.

152 Marketplace 7560 Main Street Chantilly, VA

Montgoerry, AL 36117 Sykesville, MD 21784 Phone: 703.961.8223 Phone: 334.273.8558 Phone: 800.854.0050 Fax: 703.961.8227

Fax: 334273.8524 Phone: 410.552.9950 Fax: 410.552.9939

23. List of Participating Dealers: Not Applicable

24. Preventative Maintenance: Available under SIN 246-1000

25a. Environmental Attributes, e.g., recycled, content, Not Applicable energy efficiency, and/or reduced Pollutants:

25b. Section 508 Compliance Information: Not Applicable

26. DUNs Number: 780400771

27. SAM Database: Registered

SIN 246-1000 - Ancillary Services

Includes, but is not limited to: supplies and/or services necessary to install the system (from design through start-up), 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)

Contractors are responsible for the following when performing services or providing supplies under this SIN:

- 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.

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

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

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.

Special Instructions: 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.

OFFEROR 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.

SIN 246-51 – Installation Requiring Construction

INCLUDES: Installation which requires construction.

Note: 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: 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.

Contractors are responsible for the following when performing services under this SIN:

- Contractors must comply with Construction Clauses and Davis-Bacon Regulations. The clauses shown in Appendix 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:

- 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.

OFFEROR 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.

Terms and Conditions Applicable to SIN 246-51 – Installation Requiring Construction

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 their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://www.arnet.gov/far/.

For contract clauses which are contained in the General Services Acquisition Manual (GSAM) the address is http://www.arnet.gov/GSAM/gsam.html.

The following clauses are incorporated by reference:

CATEGORY	REFERENCE	CLAUSE NO. AND TITLE
ADJUSTMENTS	FAR 52.243-4 GSAM 552.243-71 GSAM 552.243-70 FAR 52.215-15 GSAM 552.215-70 FAR 52.215-18	Changes(8-87) Equitable Adjustments (4-84) Pricing of Adjustments (4-89) Pension Adjustments and Asset Reversions (10-04) Examination of Records by GSA (2-96) Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)(7-05)
AUDITS	FAR 52.215-2 FAR 52.215-11	Audit and Records – Negotiation (6-99) Price Reduction for Defective Cost or Pricing Data – Modifications (10-97) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]
	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (10-97) [applicable to modifications equal to or exceeding \$500,000 and no exception applies]
BONDS AND INSURANCE	FAR 52.228-1 FAR 52.228-2 FAR 52.228-11 FAR 52.228-12 FAR 52.228-13 FAR 52.228-14 FAR 52.228-15	Bid Guarantee (9-96) Additional Bond Security (10-97) Pledges of Assets (2-92) Prospective Subcontractor (10-95) Alternate Payment Protections (7-00) Requests for Bonds (10-95) Irrevocable Letter of Credit (12-99) Performance and Payment Bonds
	FAR 52.228-5 GSAM 552.228-70	Construction (9-05) Insurance Work on a Government Installation (1 -97) Workmen's Compensation Laws (9-99)
BUY AMERICAN	FAR 52.225-9	Buy American Act - Construction Materials (1-05) (under \$6,725,000)
	FAR 52.225-10	Notice of Buy American Construction Materials (5-02)
	FAR 52.225-11	Buy American Act Construction Materials under Trade Agreements (1-05) (over \$6,725,000)

CATEGORY	REFERENCE	CLAUSE NO. AND TITLE
	FAR 52.225-12	Notice of Buy American Construction Materials Under Trade Agreements (1-05)
	FAR 52.225-15	Sanctioned European Union County End Products (less than \$169,000) (2-00)
	FAR 52.247-63	Preference for U.S Flag Air Carriers (6-03)
	FAR 52.247-64	Preference for Privately Owned U.S. Flag
	1711(32.247 04	Commercial Vessels (4-03)
DISPUTES	FAR 52.233-1	Disputes (7-02) (Alternate I)(12-91)
EMPLOYMENT	FAR 52.222-3	Convict Labor (6-03)
PRACTICES	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (2-99)
	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (12-01)
ENVIRONMENTAL	FAR 52.223-6	Drug-Free Workplace (5-01)
PROTECTION	FAR 52.223-11	Ozone-Depleting Substances (5-01)
	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (5-95)
	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (8-03)
	FAR 52.223-14	Toxic Chemical Release Reporting (8-03)
GENERAL	FAR 52.202-1	Definitions (7-04) Alt 1(5-01)
INSPECTION	FAR 52.246-12	Inspection of Construction (8-96)
	GSAM 552.246-72	Final Inspection and Tests (9-99)
OPTION PRICING	FAR 52.222-30	Davis-Bacon Act – Price Adjustment (None or Separately Specified Pricing Method) (12-01)
ADJUSTMENTS	FAR 52.222-31	Davis-Bacon Act – Price Adjustment (Percentage Method) (12-01)
	FAR 52.222-32	Davis-Bacon Act – Price Adjustment (Actual Method) (12-01)
PATENTS, DATA,	FAR 52.227-1	Authorization and Consent (7-95)
AND COPYRIGHTS	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (8-96)
	FAR 52.227-4	Patent Indemnity - Construction Contracts (4-84)
PAYMENT	FAR 52.232-5	Payments under Fixed- Price Construction Contracts (9-02)
	FAR 52.232-27	Prompt Payment for Construction Contracts (9-05)
	FAR 52.243-6	Change Order Accounting (4-84)
PERFORMANCE	FAR 52.211-10	Commencement, Prosecution, and Completion of Work (4-84)
	FAR 52.211-12	Liquidated Damages – Construction (9-00)
	FAR 52.211-13	Time Extensions (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 (11-91)
	GSAM 552.236-79	Samples (4-84)

52.236-17 52.236-14 M 552.236-75 52.236-10 M 552.236-80 M 552.236-74 52.236-9 52.236-13 52.236-12 52.222-16 52.222-17 8 52.233-2 8 52.233-3 8 52.236-15 8 52.236-2 8 52.236-3	Layout of Work (4-84) Availability and Use of Utility Services (4-84) Use of Premises (4-84) Operations and Storage Areas (4-84) Heat (4-84) Working Hours (4-84) Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements(4-84) Accident Prevention (11-91) -or- Accident Prevention (11-91)(Alt I) (11-91)(Projects over 1 year in duration or involving hazardous materials) Cleaning Up (4-84) Approval of Wage Rates (2-88) Labor Standards for Construction Work-Facilities Contracts (2-88) Service of Protest (8-96) Protest after Award (8-96) Schedules for Construction Contracts (4-84) Differing Site Condition's (4-84)
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R 52.233-3 R 52.236-15 R 52.236-2	Service of Protest (8-96) Protest after Award (8-96) Schedules for Construction Contracts (4-84)
R 52.233-3 R 52.236-15 R 52.236-2	Protest after Award (8-96) Schedules for Construction Contracts (4-84)
R 52.236-15 R 52.236-2	Protest after Award (8-96) Schedules for Construction Contracts (4-84)
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R 52.236-3	
	Site Investigations and Conditions Affecting the
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AM 552.236-76	Measurements (4-84)
R 52.236-21	Specifications and Drawings for
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CATEGORY	REFERENCE	CLAUSE NO. AND TITLE
POSSESSION	GSAM 552.236-81	Use of Equipment by the Government (4-84)
VALUE ENGINEERING	FAR 52.248-3	Value Engineering Construction (2-00)(Alt I)(4-84)
WARRANTY AND GUARANTEES	FAR 52.246-21 GSAM 552.246-75	Warranty of Construction (3-94)(Alt I)(4-84) Guarantees (5-89)

NOTE: THE FOLLOWING CLAUSE IS INCORPORATED IN FULL TEXT BECAUSE IT CONTAINS APPROVED DEVIATIONS TO FEDERAL ACQUISITION REGULATION (FAR) LANGUAGE OR IS OTHERWISE UNSUITABLE FOR INCORPORATION BY REFERENCE (IBR).

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (Mar 2007)

- (a) Definitions. As used in this clause—
- "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
 - (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iii) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause <u>52.222-39</u>).
- (vi) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. App. 1241</u> and <u>10 U.S.C. 2631</u>) (flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

LABOR STANDARDS (CONSTRUCTION CONTRACT) (Applicable to Contracts in Excess of \$2,000)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARD ACT – OVERTIME COMPENSATION (JULY 2005)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
- (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

52.222-6 DAVIS-BACON ACT (JULY 2005)

- (a) Definition.—"Site of the work"—
 - (1) Means—
- (i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and
- (ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (A) Located in the United States; and
 - (B) Established specifically for the performance of the contract or project;

- (2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
 - (i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
- (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;
- (3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.
- (b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
- (c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for

fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division

Employment Standards Administration

U.S. Department of Labor

Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall. upon his or her own action or upon written request of an authorized representative of the Department of Labor. withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics. including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including an apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) (1)The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraphs (a) of this clause This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 02~005~014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify -
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as s-led in the applicable wage determination incorporated into the contract
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor Or subcontractor shall make the records required under *paragraph* (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authored representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES – (JULY 2005)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

- (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
- (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

 (b) Trainees.
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

FAR 52.222-10 - COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS) – (JULY 2005)

- (a) *Definition*. "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
 - (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).
- (b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—
 - (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination—Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- (c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).
- (d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safely Standards Act - Overtime Compensation, Apprentices and Trainees,, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for Debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are hereby incorporated by reference in this contract

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5,6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering Into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.1 2(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S. C. 1001.

Schedule Contract Pricing

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Guard Booths	
Par-Kut International, Inc.	91
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Concentric Security, LLC	

Security Fence Systems and Bollards

Manufacturer: Ameristar Perimeter Security USA, Inc.

Country of Origin: United States

Point(s) of Production: Tulsa, OK

SIN: 246 43

Unit of Measure: Per Each

Fabrication Lead Time: 56 Days after Receipt of Order

Warranty: 1 Year

Freight Charges: F.O.B Origins

Freight Charges are not included in the Unit Prices.

Please contact Concentric Security for the Freight Charge.

Concentric Security LLC.

Manufacturer Part Number	Contractor Part Number	Product Name	Product Description	GSA Price
Bollards				
16721K		SP1000 T Shape Shallow Mount Bollard	Model SP1000 T Shape shallow mount bollard system to include: PAS-68 crash certification, fixed bollard, and T shape module unit. Please note that freight is not included in the unit price.	\$3,203.12
16722K		SP1000 Rectangular Shallow Mount Bollard	Model SP1000 Rectangular shallow mount bollard system to include: PAS-68 crash certification, fixed bollard, and rectangular module unit. Please note that freight is not included in the unit price.	\$2,811.63
17221K		SP1000 L Shape Shallow Mount Bollard	Model SP1000 L Shape shallow mount bollard system to include: PAS-68 crash certification, fixed bollard, and L shape module unit. Please note that freight is not included in the unit price.	\$2,713.45
41375X		SP1000 Shallow Mount Bollard Sleeve	Model SP1000 Shallow mount bollard sleeve to include: bollard sleeve. Please note that freight is not included in the unit price.	\$904.48
42030X		SP1000 Bollard Sleeve, Dome Top, Stainless Steel, #4 Finish	Model SP1000 Shallow mount bollard sleeve to include: bollard sleeve manufactured from stainless steel with a #4 finish and a dome cover. Please note that freight is not included in the unit price.	\$2,168.04
ASPSP		SP1000 Shallow Mount Removable Bollard	Model SP1000 Shallow mount removable bollard system to include: PAS-68 engineered crash rating, removable bollard, and module unit. Please note that freight is not included in the unit price.	\$13,843.38

Vehicle Barriers & Operators

Manufacturer: AutoGate, Inc.

Country of Origin: United States

Point(s) of Production: Berlin Heights, OH

SIN: 246 35 1

Unit of Measure: Per Each

Fabrication Lead Time: 84 Days after Receipt of Order

Warranty: 1 Year

Freight Charges: F.O.B. Origin

Freight Charges are not included in the Unit Prices.

Please contact Concentric Security for the Freight Charge.