

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO. P00001	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO. 2115205CT4074	5 PROJECT NO. (If applicable)
6 ISSUED BY CODE	20	7 ADMINISTERED BY (If other than Item 6) CODE	04

OFFICE OF ACQUISITION 701 S 12TH STREET Arlington VA 20598	SECURITY TECHNOLOGY 701 S 12TH STREET Arlington VA 20598
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8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Lavi Industries Attn: Joanna Lantieri 27810 Avenue Hopkins Valencia CA 913553409	(X) 9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT/ORDER NO. HSTS04-14-A-CT4062 10B DATED (SEE ITEM 13) 09/04/2014
CODE 039985437 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____] is extended [] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract.

E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
GSA Contract #: GS-07F-0173M
Tax ID Number: 95-3750585
DUNS Number: 039985437

A. The purpose of this Modification P00001 to BPA Number HSTS04-14-A-CT4062 is to exercise Option Year 1.
As such, the period of performance is as follows:

Change From : 09/02/2014 - 09/01/2015
Change To : 09/02/2014 - 09/01/2016

B. All other Terms and Conditions are unchanged and remain in full force and effect.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 5 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) Joanna Lantieri (Controller)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debra J. Munson
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED 08/10/2015
	16B UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C DATE SIGNED 08/10/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSTS04-14-A-CT4062/P00001

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NAME OF OFFEROR OR CONTRACTOR
Lavi Industries

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: US Coast Guard Financial Center TSA Commercial Invoices P.O. Box 4111 Chesapeake VA 23327-4111				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 2114204CT4062		PAGE OF 1 22		
2. CONTRACT NO. HSTS04-14-A-CT4062		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ian Perkins			b. TELEPHONE NUMBER 571527 (b)(6)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY OFFICE OF ACQUISITION 701 S 12TH STREET Arlington VA 20598		CODE 20	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 339950 SIZE STANDARD: 500					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO As Indicated On Each Call		CODE	16. ADMINISTERED BY SECURITY TECHNOLOGY 701 S 12TH STREET Arlington VA 20598					
17a. CONTRACTOR/ OFFEROR Lavi Industries Attn: CHRISTA HARRIS 27810 Avenue Hopkins Valencia CA 913553409		CODE 039985437	FACILITY CODE	18a. PAYMENT WILL BE MADE BY As Indicated On Each Call				
TELEPHONE NO. 661-2193131		CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	GSA Contract #: GS-07F-0173M Tax ID Number: 95-3750585 DUNS Number: 039985437 This BPA is awarded against Lavi Industries GSA Contract No. GS-07F-0173M for Stanchions, Frames, Free Standing Holders and In-Line Tables. Period of Performance: 09/02/2014 to 09/01/2019 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM				<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Christa Harris, CFO <small>Digitally signed by Christa Harris, CFO DN: cn=Christa Harris, CFO, o, ou, email=christah@lavi.com, c=US Date: 2014.09.03 13:28:04 -0700</small>					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Christa Harris, CFO			30c. DATE SIGNED 09/03/14		31b. NAME OF CONTRACTING OFFICER (Type or print) Debra J. Munson		31c. DATE SIGNED 09/04/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

HSTS04-14-A-CT4062

Blanket Purchase Agreement for Stanchions, Frames, Free Standing Holders and In-Line Tables

Under Federal Supply Schedule 78, SIN 366 11

1. DESCRIPTION OF AGREEMENT:

Under this firm fixed price Blanket Purchase Agreement (BPA), the supplier shall furnish stanchions, frames, free standing holders and in-line tables (referred to as Stanchions and Frames from this point forward) to the Transportation Security Administration (TSA), if and when ordered by a TSA Warranted Contracting Officer, Purchase Card (P-Card) holder or authorized Ordering Official (OO). All Contract Line Item Numbers (CLINS) will be activated by means of BPA Calls.

2. IDENTIFICATION OF SUPPLIES:

Each BPA Call will specify the number of Stanchions and Frames. Over the next 5 years, a total approximate quantity of 3000 Double Line Stanchions, 3500 Single Line Stanchions, 750 In-Line Tables, 9000 11” x 14” Sign Holders, and 1500 of each style 22” x 28” Free Standing Sign Displays identified below may be ordered. The Government is obligated only to the extent of authorized purchases actually made under the BPA.

The majority of Calls will require shipment to approximately 450 airports within the 48 Contiguous United States (CONUS) or to airports with TSA presence outside the 48 Contiguous United States (OCONUS), to include Alaska, Hawaii, Caribbean territories (e.g., San Juan, St. Thomas and St. Croix) and the Pacific territories (e.g., Guam, American Samoa and Pago Pago).

The TSA is exempt from sales tax. TSA’s FEIN# 80-0038533.

The contractor shall provide the following supplies in accordance with the Section 3, Specifications. Delivery for both CONUS and OCONUS shipping destinations shall be included in the unit cost of each CLIN. All Calls resulting from this BPA will be firm fixed price.

Item No	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Base Year - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
0002	Base Year - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
0003	Base Year - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD

0004	Base Year - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
0005	Base Year - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 89	EA	(b)(4)	TBD
0006	Base Year - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		90+	EA	(b)(4)	TBD
0007	Base Year - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 13	EA	(b)(4)	TBD
0008	Base Year - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		14+	EA	(b)(4)	TBD
0009	Base Year - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 11	EA	(b)(4)	TBD
0010	Base Year - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		12+	EA	(b)(4)	TBD
0011	Base Year - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 19	EA	(b)(4)	TBD
0012	Base Year - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		20+	EA	(b)(4)	TBD
1001	Option Year 1 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
1002	Option Year 1 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
1003	Option Year 1 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD

STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
1004	Option Year 1 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
1005	Option Year 1 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 89	EA	(b)(4)	TBD
1006	Option Year 1 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		90+	EA	(b)(4)	TBD
1007	Option Year 1 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 13	EA	(b)(4)	TBD
1008	Option Year 1 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		14+	EA	(b)(4)	TBD
1009	Option Year 1 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 11	EA	(b)(4)	TBD
1010	Option Year 1 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		12+	EA	(b)(4)	TBD
1011	Option Year 1 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 19	EA	(b)(4)	TBD
1012	Option Year 1 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		20+	EA	(b)(4)	TBD
2001	Option Year 2 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
2002	Option Year 2 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
2003	Option Year 2 - Single Post Stanchion in accordance with Section 3, Specifications -	TBD	EA		TBD

	CONUS/OCONUS Delivery included in price				
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
2004	Option Year 2 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
2005	Option Year 2 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 89	EA	(b)(4)	TBD
2006	Option Year 2 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		90+	EA	(b)(4)	TBD
2007	Option Year 2 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 13	EA	(b)(4)	TBD
2008	Option Year 2 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		14+	EA	(b)(4)	TBD
2009	Option Year 2 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 11	EA	(b)(4)	TBD
2010	Option Year 2 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		12+	EA	(b)(4)	TBD
2011	Option Year 2 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 19	EA	(b)(4)	TBD
2012	Option Year 2 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		20+	EA	(b)(4)	TBD
3001	Option Year 3 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
3002	Option Year 3 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD

3003	Option Year 3 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
3004	Option Year 3 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
3005	Option Year 3 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 89	EA	(b)(4)	TBD
3006	Option Year 3 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		90+	EA	(b)(4)	TBD
3007	Option Year 3 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 13	EA	(b)(4)	TBD
3008	Option Year 3 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		14+	EA	(b)(4)	TBD
3009	Option Year 3 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 11	EA	(b)(4)	TBD
3010	Option Year 3 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		12+	EA	(b)(4)	TBD
3011	Option Year 3 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 19	EA	(b)(4)	TBD
3012	Option Year 3 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		20+	EA	(b)(4)	TBD
4001	Option Year 4 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
4002	Option Year 4 - Double Line Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD

STEPLADDER PRICING		18+	EA	(b)(4)	TBD
4003	Option Year 4 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 17	EA	(b)(4)	TBD
4004	Option Year 4 - Single Post Stanchion in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		18+	EA	(b)(4)	TBD
4005	Option Year 4 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 89	EA	(b)(4)	TBD
4006	Option Year 4 - 11" X 14" Vertical Sign Holder for Beltrac Posts Including Clear Inserts in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		90+	EA	(b)(4)	TBD
4007	Option Year 4 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 13	EA	(b)(4)	TBD
4008	Option Year 4 - 22"x28" Free Standing Sign Display - Matte Black Finish in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		14+	EA	(b)(4)	TBD
4009	Option Year 4 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 11	EA	(b)(4)	TBD
4010	Option Year 4 - 22"X28" Free standing sign display, clear acrylic inserts, black base in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		12+	EA	(b)(4)	TBD
4011	Option Year 4 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		1 - 19	EA	(b)(4)	TBD
4012	Option Year 4 - Inline table kit, dark grey w/rigid rail in accordance with Section 3, Specifications - CONUS/OCONUS Delivery included in price	TBD	EA		TBD
STEPLADDER PRICING		20+	EA	(b)(4)	TBD

3. SPECIFICATIONS:

3.1 Double Post Stanchion

The Double Post Stanchion shall conform to the dimensions and features of the Lavi Industries Part No. 50-3000DL/WB/BK. Specifically, the Stanchions must have:

- Height: 40"
- Weight: 28 lbs.
- Finish: Anodized
- Post Diameter: 2-3/4"
- Post Construction: Extruded Aluminum
- Base Connection: Aluminum Wedge Insert
- Base Diameter: 14"
- Base Cover: Plastic (wrinkle black)
- Rubberized Base
- Belt Color: Black
- Belt Length: 7'
- Slow Retracting Belt
- 4-way Connection
- Signage Ready
- NeXtrac ready

3.2 Single Post Stanchion

The Single Post Stanchion shall conform to the dimensions and features of the Lavi Industries Part No. 50-3000WB/BK. Specifically, the Stanchions must have:

- Height: 40"
- Weight: 28 lbs.
- Finish/Color: Anodized Wrinkle Black
- Post Diameter: 2-3/4"
- Post Construction: Extruded Aluminum
- Base Connection: Aluminum Wedge Insert
- Base Diameter: 14"
- Base Cover: Plastic (wrinkle black)
- Rubberized Base
- Belt Color: Black
- Belt Length: 7'
- Slow Retracting Belt
- 4-way Connection
- Signage Ready
- NeXtrac ready

3.3 11" x 14" Vertical Sign Holder for Beltrac Posts (Include Clear Inserts)

The 11" x 14" Vertical Sign Holder shall conform to the dimensions and features of the Lavi Industries Part No. 50-1131/V/MB/SET. Specifically, the Vertical Sign Holders must have:

- Dimensions: 11" x 14" Vertical
- Color: Black
- Must be compatible with Lavi Beltrac 3000 WB posts.

3.4 22" x 28" Free Standing Sign Display – Matte Black Finish (Include Clear Insert)

The 22" x 28" Free Standing Sign Display shall conform to the dimensions and features of the Lavi Industries Part No. 06-2201/MB. Specifically, the Sign Displays must have:

- Height: 56"
- Outside Dimensions of Sign Holder Frame: 25"w x 30"h
- Base Dimensions: 15" hollow base
- Channel wide: 1/4"
- Finish: Black Matt
- Single sided poster display with acrylic pieces
- 18 lbs.

3.5 22" x 28" Free Standing Sign Display (Include Clear Inserts)

The 22" x 28" Free Standing Sign Display shall conform to the dimensions and features of the Lavi Industries Part No. 44-4300/22VU/WB. Specifically, the Sign Displays must have:

- Finish: Chrome Finish Post and Frame
- Post length: 38.5" actual post height, with sign frame 66" total height.
- Weight: 41lbs total weight
- 22"w x 28"l media capture area with Safe Radius corners
- Double sided poster display with acrylic sheets
- 14" sloped base with wrinkle black cover plate
- Post length: 38.5" actual post height, with sign frame 66" total height.
- Weight: 41lbs. total weight

3.6 In-Line Tables

The In-Line Table shall conform to the dimensions and features of the Lavi Industries Part No. 50-BTA107/4DG/SET. Specifically, the In-Line Tables must have:

- Width: 48"
- Depth: 12"
- Color : Dark Gray
- 4' Rigid Rail

- Must be compatible with Lavi Beltrac 3000 WB posts.
- 4' Rigid Rail (adds stability between two posts supporting the In-line Table).

4. ORDERING:

Individuals Authorized to Purchase Under the BPA:

Individuals authorized to purchase under the BPA may be identified either by title of position or by name of individual and organizational component, with the dollar limitation per purchase for each position title identified. All warranted TSA Contracting Officers and authorized Ordering Officials, acting within the scope of their delegated procurement authority, are authorized to place orders against this BPA.

TSA Ordering Officials are appointed by the TSA Office of Acquisition Division Director for the Mission Essentials Division. The names of authorized Ordering Officials will be provided to the vendor by the Contracting Officer or Contracting Officer's Representative (COR).

Purchase Limitations:

The dollar limitation for each individual order placed under the BPA shall not exceed the following limitations:

- Individual purchases/orders placed by Government Purchase Card (P-Card) holders shall not exceed \$3,000.00.
- Individual purchases/orders placed by authorized Ordering Officials shall not exceed \$25,000.00.

Extent of Obligation:

The Government is obligated only to the extent of authorized purchases actually made under the BPA.

5. PACKING AND MARKING REQUIREMENTS:

All supplies to be furnished under this contract shall be preserved, packed, and marked by the Contractor in accordance with standard practices as defined in ASTM-D-3951 (Standard Practice for Commercial Packaging) for the packaging of supplies and equipment. The Contractor shall ensure that packaging is sufficient to prevent damage or deterioration to supplies and to ensure that shipping can sustain more than one shipment before installation and costs are minimized. The Contractor shall be fully liable for any damage, diminution in value, or losses incurred during shipment, handling, and installation that is attributed to improper packaging. The Contractor shall ensure shipping documentation contains the following information:

- a. BPA Number,
- b. Delivery Order/Contract Line Item Number (CLIN),
- c. Contractor's Name and Address,
- d. List of Contents, and
- e. Date of Submittal.

A copy of the document required above shall be simultaneously provided to the Contracting Officer's Representative (COR).

6. SHIPPING:

Stanchions and Frames ordered shall be delivered to airports within the 48 Contiguous United States (CONUS) or outside the Contiguous United States (OCONUS). Airport delivery addresses shall be as specified in the individual orders.

The Contractor shall coordinate all outbound shipments with the Contracting Officer's Representative (COR). The Contractor shall ship units Free on Board (FOB) Destination, for all shipment destinations. Prices that are identified in this BPA shall include shipping costs within the unit cost of each individual item.

7. DELIVERY REQUIREMENTS:

Deliveries for CONUS must occur within **15 calendar** days after receipt of order. The delivery time will be extended for shipments to OCONUS locations in accordance with the contractor's best available commercial delivery time without incurrence of expediting surcharges. Upon delivery, the shipper **SHALL**:

- a. Be capable of offloading the Stanchions and Frames requested from the truck to the dock or off-loading site at the airport.
- b. Have their own pallet jack and/or truck with a lift gate or be able to offload the Stanchions and Frames themselves. It is the sole responsibility of the shipper to unload the truck without any assistance from the Local TSA Officer's.
- c. Give advance delivery notice to the Airports including exact shipping dates and times 24 hours in advance (specific airport POC's contact information will be provided within each Call).

The shipper may be required to provide inside delivery, staging, assembly, etc...to some of the TSA destinations.

8. INSPECTION AND ACCEPTANCE:

Shipping is free on board (FOB) Destination. Inspection and acceptance of the Stanchions and Frames takes place at the destination by the government. In the case of damaged Stanchions and Frames upon inspection, the government has the right to refuse the delivery and have the damaged Stanchions and Frames returned to the seller at no additional cost to the government. The seller is responsible for filing any necessary claim to the shipper to replace the damaged Stanchions and Frames and deliver new Stanchions and Frames without damage at no additional cost to the government.

9. NOTICE(S) REGARDING LATE DELIVERY:

The Contractor shall send notices regarding late delivery to the individual placing the order and the COR with a copy to the Contracting Officer.

10. PERIOD OF PERFORMANCE:

The period of performance for placing BPA Calls is for one base year and if exercised, four option years.

11. SUBMISSION OF INVOICES:

Contractors must submit proper invoices for Purchase Orders to the US Coast Guard Finance Center utilizing just one of three methods: regular mail; electronic mail; or facsimile transmission. The U.S. mail address provided below is for commercial contracts only. The submission address/information for each of these methods is as follows:

U.S. Mail:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111 Chesapeake, VA 23327-4111

Electronic Mail:

FIN-SMB-TSAINVOICES@USCG.MIL

Facsimile:

757-413-7314. Facsimile submissions should be addressed to TSA Invoices.

Payment Status: Contractors may inquire on the payment status of an invoice by any of the following means:

(1) Via the internet: <https://www.fincen.uscg.mil>
Contact the FinCen Customer Service Section via telephone at 1-800-564-5504 or (757) 523-6940 (Voice Option #1). The hours of operation for the Customer Service line are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday. However, the Customer Service line has a voice-mail feature that is available 24 hours per day, 7 days per week.

(2) Via the **Payment Inquiry Form** <https://www.fincen.uscg.mil/secure/payment.htm>

12. POINT OF CONTACTS:

Contracting Officer (CO): The TSA Contracting Officer (CO) identified below, has the overall responsibility for this BPA. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the BPA terms, conditions, and requirements. No oral statement by any person, or written statement by anyone other than the Contracting Officer, or his or her authorized representative acting within the scope of his or her authority, shall be interpreted as modifying the terms and conditions of this BPA. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COR). The Point of Contacts for this BPA is:

1. Contracting Officer (CO):

Name: Ms. Debra Munson
 Address: Transportation Security Administration, TSA-25
 701 S. 12th Street
 Arlington, VA 20598-6025
 Phone: 864-327-(b)(6)
 Email Address: (b)(6)

2. Contracting Officer's Representative (COR):

Name: Mr. Andrew Cordova
 Address: Transportation Security Administration,
 601 S. 12th Street
 Arlington, VA 20598-6025
 Phone: 571-227-(b)(6)
 Email Address: (b)(6)

13. FAR CLAUSES:

In the event that any of these clauses conflict with the GSA Federal Supply Schedule contract, the Federal Supply Schedule shall take precedence.

1. 52.252-2 – Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

<i>FAR CLAUSE</i>	<i>TITLE</i>	<i>DATE</i>
52.204-7	System for Award Management	JUL 2013
52.212-4	Contract Terms and Conditions – Commercial Items	MAY 2014
52.247-34	F.o.b. Destination	NOV 1991

2. 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Order – Commercial Items – (MAY 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 _____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- X (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (13) [Reserved]
- X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
___ (ii) Alternate I (Nov 2011).
___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-7.
___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
___ (ii) Alternate I (Oct 2001) of 52.219-9.

- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- X (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- X (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

3. 52.217-9 – Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

4. 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from David Cutler in the TSA Office of Chief Counsel.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Clause)

14. TSA CLAUSES INCORPORATED BY FULL TEXT:

H.5200.224.001 DISCLOSURE OF INFORMATION (AUG 2013)

Information furnished by the Contractor under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personally-identifiable information must be clearly marked.

Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the requirements of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and information and must ensure that all work performed by its Subcontractor(s) shall be under the supervision of the Contractor or the Contractor's employees.

H.5200.205.001 PUBLICITY AND DISSEMINATION OF CONTRACT INFORMATION (AUG 2013)

Publicity releases or commercial advertising in connection with or referring to this contract or effort shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

A minimum of five full business days' notice is required for requests made in accordance with this provision.

H.5200.205.002 ADVERTISING OF AWARD (AUG 2013)

The contractor shall not refer to contract awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.5200.204.001 MAJOR BREACH OF SAFETY OR SECURITY (AUG 2013)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to TSA and compliance with safety standards and practices is a material part of this contract. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this agreement, including termination for default. A major breach of safety must be related directly to the work on the agreement. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality, serious injury, or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this agreement, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the agreement. A major breach of security is an act or omission by the Contractor that results in compromise of classified information or sensitive security information or sensitive but unclassified information, including contractor proprietary information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

NOTE: Breach of Security for the purposes of this definition should not be confused with breach of security in screening operations.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

15. FAR PROVISIONS:

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

This solicitation 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):
www.acquisition.gov

<i>FAR CLAUSE</i>	<i>TITLE</i>	<i>DATE</i>
52.212-1	Instructions to Offerors – Commercial Items	APR 2014

--End of BPA--