# ORDER FOR SUPPLIES OR SERVICES



**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER: 12/14/2007
2. CONTRACT NO. (if any):
3. ORDER NO.: HSBP1008P19729
4. REQUISITION/REFERENCE NO.: 0020035449
5. ISSUING OFFICE (Address correspondence to)
Department of Homeland Security
Customs & Border Protection/TUCSON
1300 Pennsylvania Ave, NW
NP 1310
Washington DC 20229

6. SHIP TO:
a. NAME OF CONSIGNEE
See Attached Delivery Schedule
b. STREET ADDRESS
c. CITY
d. STATE
e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
J & S ASSOCIATES INC
b. COMPANY NAME
(b) (6) 601 (b) (6)
c. STREET ADDRESS
1789 HWY 43 SOUTH
d. CITY: PELAHATCHIE
e. STATE: MS
f. ZIP CODE: 39145-3338

8. TYPE OF ORDER
[X] a. PURCHASE - Reference Your _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[ ] b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
6100.319BUSCSGLCS0909506000ZPFZ08400BN01 BP360319B
CONTRACTOR TIN: (b) (3), (b) (4)

10. REQUISITIONING OFFICE
(b) (6)

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL
[ ] b. OTHER THAN SMALL
[ ] c. DISADVANTAGED
[ ] d. WOMEN-OWNED
[ ] e. HUBZone
[ ] f. EMERGING SMALL BUSINESS
[ ] g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B POINT ON OR BEFORE (Date): 12/24/2007

16. DISCOUNT TERMS: NET 10

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QTY Accpt (g) |
|---|---|---|---|---|---|---|
| 00010 | Bay Gelding "Albert" | (b) (4) | EA | (b) (4) | | |
| 00020 | Paint Gelding "Hank" | | EA | | | |
| 00030 | Buckskin Gelding "PLO" | | EA | | | |
| 00040 | Sorrel Gelding "Doc" | | EA | | | |
| 00050 | Buckskin Gelding "Bucky" | | EA | | | |

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

17(h) TOT. (Cont. pages): $0.00

21. MAIL INVOICE TO:
SEE BILLING INSTRUCTIONS ON REVERSE
a. NAME: DHS - Customs & Border Protection National Finance Center
b. STREET ADDRESS (or P.O. Box): PO Box 68908
c. CITY: Indianapolis
d. STATE: IN
e. ZIP CODE: 46268

17(i) GRAND TOTAL: $17,500.00

22. UNITED (b) (6)
BY (Signa
AUTHORIZ

23. NAME (Typed)
Lorie Derr
TITLE: CONTRACTING/ORDERING OFFICER

Previous edition not usable

**OPTIONAL FORM 347** (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213 (e)

| DATE OF ORDER 12/14/2007 | CONTRACT NO. (if any) | ORDER NO. HSBP1008P19729 | PAGE 2 OF PAGES 2 |
|---|---|---|---|

**Federal Tax Exempt ID: 72-0408780**

**NOTES:**

Provide two (2) copies of invoices for certification to:

One (1) copy to Block 21 of this order

One (1) copy to:

Customs & Border Protection
Tucson Sector Border Patrol HQ
ATTN: Procurement/(b) (6)
2430 South Swan Road
Tucson, AZ 85711

PH: 520.(b) (6)
FAX: 520.790.0820

All invoices must be certified by the COTR or Program Office before payment can be processed and forwarded to National Finance Center (NFC) for payment.

In order to receive payment, the order number in Block 3, shall be referenced on all invoices and supporting documents.

Vendor payment inquiry hotline: 317.614.5001

## PURCHASE ORDER TERMS AND CONDITIONS

**U.S. CUSTOMS and BORDER PROTECTION**
Supplemental Clauses/Provisions

Order Number: HSBP1008P19729

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### SCHEDULE OF SUPPLIES/SERVICES

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**Item Number:** 00010 **Line Item (Priced/Information/Option):** P
**Supplies/Services:** Bay Gelding "Albert"

| Qty | Unit | Unit Price | Ext. Price |
|---|---|---|---|
| (b) (4) | EA | (b) (4) | |

**Item Number:** 00020 **Line Item (Priced/Information/Option):** P
**Supplies/Services:** Paint Gelding "Hank"

| Qty | Unit | Unit Price | Ext. Price |
|---|---|---|---|
| (b) (4) | EA | (b) (4) | |

**Item Number:** 00030 **Line Item (Priced/Information/Option):** P
**Supplies/Services:** Buckskin Gelding "PLO"

| Qty | Unit | Unit Price | Ext. Price |
|---|---|---|---|
| (b) (4) | EA | (b) (4) | |

**Item Number:** 00040 **Line Item (Priced/Information/Option):** P
**Supplies/Services:** Sorrel Gelding "Doc"

| Qty | Unit | Unit Price | Ext. Price |
|---|---|---|---|
| (b) (4) | EA | (b) (4) | |

**Item Number:** 00050 **Line Item (Priced/Information/Option):** P
**Supplies/Services:** Buckskin Gelding "Bucky"

| Qty | Unit | Unit Price | Ext. Price |
|---|---|---|---|
| (b) (4) | EA | (b) (4) | |

**Total Funded Contract Value:** $17,500.0000

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## ACCOUNTING AND APPROPRIATION INFORMATION

**Item:** 00010 6100.319BUSCSGLCS0909506000ZPFZ08400BN01 BP360319B **Amount** (b) (4)

**Item:** 00020 6100.319BUSCSGLCS0909506000ZPFZ08400BN01 BP360319B **Amount** (b) (4)

**Item:** 00030 6100.319BUSCSGLCS0909506000ZPFZ08400BN01 BP360319B **Amount** (b) (4)

**Item:** 00040 6100.319BUSCSGLCS0909506000ZPFZ08400BN01 BP360319B **Amount** (b) (4)

**Item:** 00050 6100.319BUSCSGLCS0909506000ZPFZ08400BN01 BP360319B **Amount** (b) (4)

## DELIVERY SCHEDULE

**Deliver To:** Customs and Border Protection

2430 S Swan Road
Warehouse Bldg 3
Tucson AZ 85711-6565

**Instructions:**

| Item | Quantity | Delivery Date | Recipient | Unloading PT. |
|---|---|---|---|---|
| 00010 | (b) (4) | 09/30/2008 | | |
| 00020 | (b) (4) | 09/30/2008 | | |
| 00030 | (b) (4) | 09/30/2008 | | |

| | | |
|---|---|---|
| 00040 | (b) (4) [redacted] | 09/30/2008 |
| 00050 | (b) (4) [redacted] | 09/30/2008 |

## P.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):

http://www.acqnet.gov

_____

_____

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | DATE | TITLE |
|---|---|---|
| 52.204-7 | JUL 2006 | CENTRAL CONTRACTOR REGISTRATION |
| 52.204-9 | SEP 2007 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-50 | AUG 2007 | COMBATING TRAFFICKING IN PERSONS |
| 52.232-1 | APR 1984 | PAYMENTS |
| 52.232-8 | FEB 2002 | DISCOUNTS FOR PROMPT PAYMENT |
| 52.233-1 | JUL 2002 | DISPUTES |
| 52.243-1 | AUG 1987 | CHANGES - FIXED-PRICE |
| 52.247-34 | NOV 1991 | F.O.B. DESTINATION |
| 52.249-1 | APR 1984 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) |

## P.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [__] is, [__] is not a small business concern under NAICS Code _____ assigned to contract number _____.

Contractor Signature: _____

Date Signed: _____

Name: _____

Title: _____

[End of Clause]

**P.3 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)**

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

[End of Clause]

## P.4 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments;

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

[__] it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

[__] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

[__] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

[End of Clause]

## P.5 TAXES, CURRENCY, AND PAYMENT (DEC 2003)

A. All purchases made by the _____ Program for the benefit of the Government of _____ are exempt from Value Added Taxes (VAT). Documentation of exemption will be available to the contractor by the United States Embassy located in _____.

B. No payment will be made until all deliveries have been made unless partial payments have been provided for in the contract/order. Payment will be issued by Electronic Funds Transfers (EFT) only. Payment will be in United States Dollars ($). Payment is firm fixed, and no adjustments will be made for currency fluctuations.

[End of Clause]