

DATE OF ORDER 09/28/2008	CONTRACT NO. (if any)	ORDER NO. HSBP1008P24045	PAGE OF PAGES 2 3
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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award, you may email invoices to: **cbpinvoices@dhs.gov**.

NOTES:

The US Customs & Border Protection Office of Border Patrol and Office of Field Operations are purchasing Taser systems. The equipment is to be shipped to the following address:

U.S. Customs & Border Protection
UFPD

(b) (7)(E)

ATTN: (b) (6)

Any questions about delivery should be directed to (b) (6) at (b) (6) (b) (6).

The Government hereby accepts the vendor's quote # HAE-0063175 dated September 26, 2008 in the amount of \$505,839.42.

Attached are the following:

- 1) Vendor's quote
- 2) Schedule of supplies/services
- 3) Accounting & Appropriation Information
- 4) Delivery Schedule
- 5) Far Clauses

Please send all invoices to cbpinvoices@dhs.gov, with copies to (b) (6) or via mail to:

US CUSTOMS & BORDER PROTECTION
UFPD/CBP
1300 Pennsylvania Avenue, N.W.
ROOM. 5.3C
Washington, DC 20229
ATTN: (b) (6)

All procurement questions should be directed to (b) (6) at (b) (6) (b) (6) or via email at (b) (6).

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

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

1. DATE OF ORDER
09/28/2008

2. CONTRACT NO. (if any)

3. ORDER NO.
HSBP1008P24045

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Accept (g)
00090	Simulation Training Suit (TI44550)	7.00	EA	(b) (4)	(b) (4)	
00100	Shipping	1.00	AU			
00110	Taser X25E (TI26013) - OFO	87.00	EA			
00120	USB Dataport Download (TI26500) - OFO	10.00	EA			
00130	Right-SERPA Holster - BH44H015BK-R (OFO)	82.00	EA			
00140	Left-SERPA Holster - BH44H015BK-L (OFO)	7.00	EA			
00150	Digital Power Mag (TI26701) - OFO	21.00	EA			
00160	Air Cartridge 25-ft range (TI44203) OFO	493.00	EA			
00170	Simulation Air Cartridge (TI44205) OFO	1,128.00	EA			
00180	Air Cartridge 15-ft range (TI34200) OFO	846.00	EA			
00190	Taser Simulation Suit (TI44550) OFO	1.00	EA			
00200	Taser X26E (TI26013) OFO	7.00	EA			
00210	Taser Simulation Suit - OFO	1.00	EA			
00220	Right-SERPA Holster-BH44H015BK-R (OFO)	6.00	EA			
00230	Taser X26E (TI26013) OFO	2.00	EA			
00240	Left-SERPA Holster-BH44H015BK-L (OFO)	1.00	EA			
00250	Simulation Air Cartridge (TI44205) OFO	1.00	EA			
00260	Right-SERPA Holster-BH44H015BK-R	70.00	EA			
00270	Left-SERPA Holster-BH44H015BK-L	22.00	EA			
00280	Air Cartridge 15ft range (TI34200)	350.00	EA			
00290	Simulation Air Cartridge (TI44205)	846.00	EA			
00300	Air Cartridge 25ft range (TI44203)	457.00	EA			
00310	Digital Power Mag (TI26701)	60.00	EA			
00320	USB Dataport Download (TI26500)	10.00	EA			
00330	Taser Simulation Suit	4.00	EA			
00340	Taser X26E (TI26013)	30.00	EA			
00350	Simulation Air Cartridge (TI44205)	315.00	EA			

(b) (6)



QUOTE

1002 West Tenth St.
Azusa, CA 91702

Phone: (b) (6) Fax: (b) (6)

Federal Tax ID: (b) (4)

Quote Number: HAE- 0063175

Quote Date: 9/26/2008

Product Specialist: (b) (6)

Referred by:

Customer Number: 01-DEPH036

QUOTED TO:

Use of Force Policy Division
Off. of Training & Development
Ronald Regan Bldg, Suite 5.3-C
1300 Pennsylvania Ave, NW
Washington, DC 20029

SHIP TO:

US Cust. and Border Protection
UFPD

Attn: (b) (6)

(b) (7)(E)

Quote Expires

Customer Contact		PO Number	Shipping Method	Payment Terms	C/C Authorization
(b) (6)			BESTWAY	Net 30 Days	
Quantity	Item	Description		Unit Price	Extension
291 DS	TI26013	TASER X26E Black With Silver Grip Plate w/eXoskeleton Holster, XDPM NON-RETURNABLE ITEM		(b) (4)	
30 DS	TI26701	XDPM - Extended Digital Power Magazine (300 5-Second Firing At Room Temperature) NON-RETURNABLE ITEM			
15 DS	TI26500	TASER X26 USB Dataport Download Software/Adapter Windows 9X, NT, 2000, and XP Compatible NON-RETURNABLE ITEM			
700 DS	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors NON-RETURNABLE ITEM			
1,600 DS	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors NON-RETURNABLE ITEM			
1,200 DS	TI34200	Air Cartridge - Single Shot (15-Foot Range) (Training Use) - Yellow Blast Doors NON-RETURNABLE ITEM			
112 DS	BH44H015BK-R	Blackhawk Taser SERPA Duty Holster - RT - Matte Finish			

Continued



1002 West Tenth St.
Azusa, CA 91702

Phone: (b) (6)

Fax: (b) (6)

Federal Tax ID: (b) (4)

QUOTE

Quote Number: **HAE- 0063175**

Quote Date: **9/26/2008**

Product Specialist: **(b) (6)**

Referred by:

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Use of Force Policy Division
Off. of Training & Development
Ronald Regan Bldg, Suite 5.3-C
1300 Pennsylvania Ave, NW
Washington, DC 20029

SHIP TO:

US Cust. and Border Protection
UFPD

Attn: (b) (6)

(b) (7)(E)

Quote Expires

Customer Contact		PO Number	Shipping Method	Payment Terms	C/C Authorization
(b) (6)			BESTWAY	Net 30 Days	
Quantity	Item	Description		Unit Price	Extension
20 DS	BH44H015BK-L	Blackhawk Taser SERPA Duty Holster - LT - Matte Finish		(b) (4)	
7 DS	TI44550	Taser Simulation Training Suit For Scenario Based Training NON-RETURNABLE ITEM			
1 DS	FREIGHT	Freight Charge (for use on Freight Companies for Federal and Military shipping only)			
87 DS	TI26013	TASER X26E Black With Silver Grip Plate w/eXoskeleton Holster, XDPM NON-RETURNABLE ITEM			
10 DS	TI26500	TASER X26 USB Dataport Download Software/Adapter Windows 9X, NT, 2000, and XP Compatible NON-RETURNABLE ITEM			
82 DS	BH44H015BK-R	Blackhawk Taser SERPA Duty Holster - RT - Matte Finish			
7 DS	BH44H015BK-L	Blackhawk Taser SERPA Duty Holster - LT - Matte Finish			
21 DS	TI26701	XDPM - Extended Digital Power Magazine (300 5-Second Firing At Room Temperature) NON-RETURNABLE ITEM			

Continued



1002 West Tenth St.
Azusa, CA 91702

Phone: (b) (6)

Fax: (b) (6)

Federal Tax ID: (b) (4)

QUOTE

Quote Number: HAE- 0063175

Quote Date: 9/26/2008

Product Specialist: (b) (6)

Referred by:

Customer Number: 01-DEPH036

QUOTED TO:

Use of Force Policy Division
Off. of Training & Development
Ronald Regan Bldg, Suite 5.3-C
1300 Pennsylvania Ave, NW
Washington, DC 20029

SHIP TO:

US Cust. and Border Protection
UFPD
Attn: (b) (6)
(b) (7)(E)
(b) (7)(E)

Quote Expires

Customer Contact		PO Number	Shipping Method	Payment Terms	C/C Authorization
(b) (6)			BESTWAY	Net 30 Days	
Quantity	Item	Description		Unit Price	Extension
493 DS	TI44203	XP (Extra Penetration) Air Cartridge - Single Shot (25-Foot Range) - Green Blast Doors NON-RETURNABLE ITEM		(b) (4)	
1,128 DS	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors NON-RETURNABLE ITEM			
846 DS	TI34200	Air Cartridge - Single Shot (15-Foot Range) (Training Use) - Yellow Blast Doors NON-RETURNABLE ITEM			
1 DS	TI44550	Taser Simulation Training Suit For Scenario Based Training NON-RETURNABLE ITEM			
7 DS	TI26013	TASER X26E Black With Silver Grip Plate w/eXoskeleton Holster, XDPM NON-RETURNABLE ITEM			
1 DS	TI44550	Taser Simulation Training Suit For Scenario Based Training NON-RETURNABLE ITEM			
6 DS	BH44H015BK-R	Blackhawk Taser SERPA Duty Holster - RT - Matte Finish			

Continued



1002 West Tenth St.
Azusa, CA 91701

Phone: (b) (6) Fax: (b) (6)
Federal Tax ID: (b) (4)

QUOTE

Quote Number: **HAE- 0063175**
Quote Date: **9/26/2008**
Product Specialist: **(b) (6)**
Referred by:
Customer Number: **01-DEPH036**

QUOTED TO:

Use of Force Policy Division
Off. of Training & Development
Ronald Regan Bldg, Suite 5.3-C
1300 Pennsylvania Ave, NW
Washington, DC 20029

SHIP TO:

US Cust. and Border Protection
UFPD
Attn: (b) (6)
(b) (7)(E)
(b) (7)(E)

Quote Expires

Customer Contact		PO Number	Shipping Method	Payment Terms	C/C Authorization
(b) (6)			BESTWAY	Net 30 Days	
Quantity	Item	Description		Unit Price	Extension
60 DS	TI26701	XDPM - Extended Digital Power Magazine (300 5-Second Firing At Room Temperature) NON-RETURNABLE ITEM		(b) (4)	
10 DS	TI26500	TASER X26 USB Dataport Download Software/Adapter Windows 9X, NT, 2000, and XP Compatible NON-RETURNABLE ITEM			
4 DS	TI44550	Taser Simulation Training Suit For Scenario Based Training NON-RETURNABLE ITEM			
30 DS	TI26013	TASER X26E Black With Silver Grip Plate w/eXoskeleton Holster, XDPM NON-RETURNABLE ITEM			
315 DS	TI44205	Simulation Air Cartridge - Non Conductive Single Shot (21-Foot Range) - Blue Blast Doors NON-RETURNABLE ITEM			

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an ATI/Swatgear error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 10% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Net Quote: 505,839.42
Freight: 0.00
Sales Tax: 0.00
Quote Total: 505,839.42

Drop Ship PO#'s: _____

Print Date: 9/26/2008

www.aardvarktactical.com

Supplies/Services: Left-SERPA Duty Holsters - BH44H015BK-L

Qty	Unit	Unit Price	Ext. Price
20	EA	(b) (4)	

Item Number: 00090 Line Item (Priced/Information/Option): P

Supplies/Services: Simulation Training Suit (TI44550)

Qty	Unit	Unit Price	Ext. Price
7	EA	(b) (4)	

Item Number: 00100 Line Item (Priced/Information/Option): P

Supplies/Services: Shipping

Qty	Unit	Unit Price	Ext. Price
1	AU	(b) (4)	

Item Number: 00110 Line Item (Priced/Information/Option): P

Supplies/Services: Taser X25E (TI26013) - OFO

Qty	Unit	Unit Price	Ext. Price
87	EA	(b) (4)	

Item Number: 00120 Line Item (Priced/Information/Option): P

Supplies/Services: USB Dataport Download (TI26500) - OFO

Qty	Unit	Unit Price	Ext. Price
10	EA	(b) (4)	

Item Number: 00130 Line Item (Priced/Information/Option): P

Supplies/Services: Right-SERPA Holster - BH44H015BK-R (OFO)

Qty	Unit	Unit Price	Ext. Price
82	EA	(b) (4)	

Item Number: 00140 Line Item (Priced/Information/Option): P

Supplies/Services: Left-SERPA Holster - BH44H015BK-L (OFO)

Qty	Unit	Unit Price	Ext. Price
7	EA	(b) (4)	

Item Number: 00150 Line Item (Priced/Information/Option): P

Supplies/Services: Digital Power Mag (TI26701) - OFO

Qty	Unit	Unit Price	Ext. Price
21	EA	(b) (4)	

Item Number: 00160 Line Item (Priced/Information/Option): P

Supplies/Services: Air Cartridge 25-ft range (TI44203) OFO

Qty	Unit	Unit Price	Ext. Price
493	EA	(b) (4)	

Item Number: 00170 Line Item (Priced/Information/Option): P

Supplies/Services: Simulation Air Cartridge (TI44205) OFO

Qty	Unit	Unit Price	Ext. Price
1,128	EA	(b) (4)	

Item Number: 00180 Line Item (Priced/Information/Option): P

Supplies/Services: Air Cartridge 15-ft range (TI34200) OFO

Qty	Unit	Unit Price	Ext. Price
846	EA	(b) (4)	

Item Number:	00190	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Taser Simulation Suit (TI44550) OFO				
	Qty	Unit	Unit Price		Ext. Price
	1	EA	(b) (4)		
Item Number:	00200	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Taser X26E (TI26013) OFO				
	Qty	Unit	Unit Price		Ext. Price
	7	EA	(b) (4)		
Item Number:	00210	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Taser Simulation Suit - OFO				
	Qty	Unit	Unit Price		Ext. Price
	1	EA	(b) (4)		
Item Number:	00220	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Right-SERPA Holster-BH44H015BK-R (OFO)				
	Qty	Unit	Unit Price		Ext. Price
	6	EA	(b) (4)		
Item Number:	00230	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Taser X26E (TI26013) OFO				
	Qty	Unit	Unit Price		Ext. Price
	2	EA	(b) (4)		
Item Number:	00240	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Left-SERPA Holster-BH44H015BK-L (OFO)				
	Qty	Unit	Unit Price		Ext. Price
	1	EA	(b) (4)		
Item Number:	00250	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Simulation Air Cartridge (TI44205) OFO				
	Qty	Unit	Unit Price		Ext. Price
	1	EA	(b) (4)		
Item Number:	00260	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Right-SERPA Holster-BH44H015BK-R				
	Qty	Unit	Unit Price		Ext. Price
	70	EA	(b) (4)		
Item Number:	00270	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Left-SERPA Holster-BH44H015BK-L				
	Qty	Unit	Unit Price		Ext. Price
	22	EA	(b) (4)		
Item Number:	00280	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Air Cartridge 15ft range (TI34200)				
	Qty	Unit	Unit Price		Ext. Price
	350	EA	(b) (4)		
Item Number:	00290	Line Item (Priced/Information/Option):	P		
Supplies/Services:	Simulation Air Cartridge (TI44205)				

	Qty	Unit	Unit Price	Ext. Price
	846	EA	(b) (4)	
Item Number:	00300	Line Item (Priced/Information/Option): P		
Supplies/Services:	Air Cartridge 25ft range (TI44203)			
	Qty	Unit	Unit Price	Ext. Price
	457	EA	(b) (4)	
Item Number:	00310	Line Item (Priced/Information/Option): P		
Supplies/Services:	Digital Power Mag (TI26701)			
	Qty	Unit	Unit Price	Ext. Price
	60	EA	(b) (4)	
Item Number:	00320	Line Item (Priced/Information/Option): P		
Supplies/Services:	USB Dataport Download (TI26500)			
	Qty	Unit	Unit Price	Ext. Price
	10	EA	(b) (4)	
Item Number:	00330	Line Item (Priced/Information/Option): P		
Supplies/Services:	Taser Simulation Suit			
	Qty	Unit	Unit Price	Ext. Price
	4	EA	(b) (4)	
Item Number:	00340	Line Item (Priced/Information/Option): P		
Supplies/Services:	Taser X26E (TI26013)			
	Qty	Unit	Unit Price	Ext. Price
	30	EA	(b) (4)	
Item Number:	00350	Line Item (Priced/Information/Option): P		
Supplies/Services:	Simulation Air Cartridge (TI44205)			
	Qty	Unit	Unit Price	Ext. Price
	315	EA	(b) (4)	
Total Funded Contract Value:				<u>\$505,839.4200</u>

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection

(b) (7)(E)

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	291	10/30/2008	(b) (6)	
00020	30	10/30/2008	(b) (6)	
00030	15	10/30/2008	(b) (6)	
00040	700	10/30/2008	(b) (6)	
00050	1,600	10/30/2008	(b) (6)	
00060	1,200	10/30/2008	(b) (6)	
00070	112	10/30/2008	(b) (6)	
00080	20	10/30/2008	(b) (6)	
00090	7	10/30/2008	(b) (6)	
00100	1	10/30/2008		
00110	87	10/30/2008		

00120	10	10/30/2008
00130	82	10/30/2008
00140	7	10/30/2008
00150	21	10/30/2008
00160	493	10/30/2008
00170	1,128	10/30/2008
00180	846	10/30/2008
00190	1	10/30/2008
00200	7	10/30/2008
00210	1	10/30/2008
00220	6	10/30/2008
00230	2	10/30/2008
00240	1	10/30/2008
00250	1	10/30/2008
00260	70	10/30/2008
00270	22	10/30/2008
00280	350	10/30/2008
00290	846	10/30/2008

00300	457	10/30/2008
00310	60	10/30/2008
00320	10	10/30/2008
00330	4	10/30/2008
00340	30	10/30/2008
00350	315	10/30/2008

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00020	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00030	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00040	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00050	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00060	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00070	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00080	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00090	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00100	6100.2671USCSGLCS0901860000Z00008400BN01 150302671	Amount (b) (4)
Item: 00110	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)

Item: 00120	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)
Item: 00130	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)
Item: 00140	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)
Item: 00150	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)
Item: 00160	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)
Item: 00170	6100.2671USCSGLCS0901800000Z00008400AP01 111262671	Amount (b) (4)
Item: 00180	6100.2671USCSGLCS0901800000Z00007434AP01 111262671	Amount (b) (4)
Item: 00190	6100.2671USCSGLCS0901800000Z00007434AP01 111262671	Amount (b) (4)
Item: 00200	6100.2671USCSGLCS0901860000Z00007434HQ01 150332671	Amount (b) (4)
Item: 00210	6100.2671USCSGLCS0901860000Z00007434HQ01 150332671	Amount (b) (4)
Item: 00220	6100.2671USCSGLCS0901860000Z00007434HQ01 150332671	Amount (b) (4)
Item: 00230	6100.2671USCSGLCS0901860000Z00008400HQ01 150332671	Amount (b) (4)
Item: 00240	6100.2671USCSGLCS0901860000Z00008400HQ01 150332671	Amount (b) (4)

Item: 00250	6100.2671USCSGLCS0901860000Z00008400HQ01 150332671	Amount (b) (4)
Item: 00260	6100.2671USCSGLCS0901800000Z00008400BN01 111262671	Amount (b) (4)
Item: 00270	6100.2671USCSGLCS0901800000Z00008400BN01 111262671	Amount (b) (4)
Item: 00280	6100.2671USCSGLCS0901860000Z00008400AP09 150302671	Amount (b) (4)
Item: 00290	6100.2671USCSGLCS0901860000Z00008400AP09 150302671	Amount (b) (4)
Item: 00300	6100.2671USCSGLCS0901860000Z00008400AP09 150302671	Amount (b) (4)
Item: 00310	6100.2671USCSGLCS0901860000Z00008400AP09 150302671	Amount (b) (4)
Item: 00320	6100.2671USCSGLCS0901860000Z00008400AP09 150302671	Amount (b) (4)
Item: 00330	6100.2671USCSGLCS0901860000Z00008400AP09 150302671	Amount (b) (4)
Item: 00340	6100.2671USCSGLCS0901860000Z00008400BN05 150302671	Amount (b) (4)
Item: 00350	6100.2671USCSGLCS0901860000Z00008400BN05 150302671	Amount (b) (4)

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>

Blank

Blank

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

NUMBER	DATE	TITLE
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.212-4	FEB 2007	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS
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

P.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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: [Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6
- (iii) Alternate II (MAR 2004) of 52.219-6

- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7
- (iii) Alternate II (MAR 2004) of 52.219-7
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post-Award Small Business Program Rerepresentation (JUN 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (24) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- (ii) Alternate I (AUG 2007) of 52.222-50.
- (25) (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)).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

- (27) (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
 - (28) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10a-10d).
 - (29) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
 - (ii) Alternate I (JAN 2004) of 52.225-3.
 - (iii) Alternate II (JAN 2004) of 52.225-3.
 - (30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (31) 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).
 - (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
 - (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
 - (34) 52.232-29, Terms of Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 - (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
 - (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - (40) (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: [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
 - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C.7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
 - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351 et seq.).

(x) 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]

P.3 ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

The following clauses are incorporated by reference, pursuant to FAR 52.252-2:

52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

[END OF ADDENDUM TO FAR 52.212-4]

P.4 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

[End of Clause]

P.5 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.6 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]