

DATE OF ORDER 12/15/2008	CONTRACT NO. (if any)	ORDER NO. HSBPI009P24783	PAGE OF PAGES 2 OF 2
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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 and Border Protection is 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 dated November 5, 2008 in the amount of \$56,337.45.

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). Questions about the tasers should be directed at (b) (6) (b) (6)

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

PURCHASE ORDER TERMS AND CONDITIONS**U.S. CUSTOMS and BORDER PROTECTION**

Supplemental Clauses/Provisions

Order Number: HSBP1009P24783**SCHEDULE OF SUPPLIES/SERVICES**

Item Number:	00010	Line Item (Priced/Information/Option):	P	
Supplies/Services:	Taser X26E			
	Qty	Unit	Unit Price	Ext. Price
	(b) (4)	EA	(b) (4)	
Item Number:	00020	Line Item (Priced/Information/Option):	P	
Supplies/Services:	Freight			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	
Total Funded Contract Value:				\$56,337.4500

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2671USCSGLCS0901860000Z00009400BN01 150322671 Amount (b) (4)

Item: 00020 6100.2671USCSGLCS0901860000Z00009400BN01 150322671 Amount (b) (4)

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection

(b) (7)(E)

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	(b) (4)	12/29/2008		
00020	1	12/29/2008		

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>

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

NUMBER	DATE	TITLE
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
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
52.225-3	AUG 2007	BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT Alternate II (JAN 2004)
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/sizestandardsttopics/>.
- (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 3052.209-70 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.4 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]



1002 West Tenth St.
Azusa, CA 91702

Phone: (b) (6)

Fax: (b) (6)

Federal Tax ID: (b) (4)

QUOTE

Quote Number: **JCH- 0064074**

Quote Date: **11/5/2008**

Product Specialist: (b) (6)

Referred by:

Customer Number: **01-CUSBOR1**

Page 1 of 1

QUOTED TO:

US Customs & Border Protection

Attn: (b) (6)

1300 Pennsylvania Ave, NW

Room 5.3C

Washington, DC 20229

SHIP TO:

CBP

Advanced Training Center

Attn: (b) (6)

(b) (7)(E)

(b) (7)(E)

Quote Expires 12/5/2008

Customer Contact		PO Number	Shipping Method	Payment Terms	C/C Authorization
(b) (6)			BESTWAY	Prepaid	
Quantity	Item	Description		Unit Price	Extension
(b) (4)	@TI26013	TASER X26E Black With Silver Grip Plate w/eXoskeleton Holster, XDPM NON-RETURNABLE ITEM Bill Freight Exact		(b) (4)	(b) (4)

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: (b) (4)

Freight: (b) (4)

Sales Tax: 0.00

Quote Total: 56,337.45

Drop Ship PO#'s: _____

Print Date: 11/6/2008

www.aardvarktactical.com