

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

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

1. DATE OF ORDER 09/22/2008	2. CONTRACT NO. (if any)	6. SHIP TO:			
3. ORDER NO. HSBP1108P23519		4. REQUISITION/REFERENCE NO. 0020043098		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) CBP, Procurement Directorate ATTN: (b) (6) Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE		
f. SHIP VIA					
7. TO:			8. TYPE OF ORDER		
a. NAME OF CONTRACTOR ATLANTIC DIVING SUPPLY INC			<input checked="" type="checkbox"/> 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. COMPANY NAME			<input type="checkbox"/> 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.		
c. STREET ADDRESS 477 VIKING RD STE 350 D/B/A ADS			10. REQUISITIONING OFFICE  (b) (6)		
d. CITY VIRGINIA BEACH		e. STATE VA	f. ZIP CODE 23452-7369		
9. ACCOUNTING AND APPROPRIATION DATA  CONTRACTOR TIN: (b) (4)					
12. F.O.B. POINT		Destination			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 10/31/2008	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE				

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acpt (g)
00010	Pelican 1750 (Black)	50.00	EA		(b) (4)	
00020	FN 303-Less then Lethal Sys	20.00	EA			
00030	Viking Tactics Sling Black	75.00	EA			
00040	Dynamic Entry CQB Ram	15.00	EA			
00050	FN303 Projectile Box of 150	10.00	EA			
00060	Less then Lethal Projectiles	20.00	EA			
00070	Launcher 40 Mm rifled	25.00	EA			
00080	40 MM Rifled Mutli-Launcher <i>CXL</i>	(b) (4)	EA			

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME DHS - Customs & Border Protection		National Finance Center			(b) (4)
	b. STREET ADDRESS (or P.O. Box) PO Box 68908					
c. CITY Indianapolis		d. STATE IN	e. ZIP CODE 46268			
					\$122,668.95	17(i) GRAND TOTAL
22. UN BY (S) (b) (6)		23. NAME (Typed) Susan Hargett-Evans TITLE: CONTRACTING/ORDERING OFFICER				

**ORDER FOR SUPPLIES OR SERVICES**  
**Schedule - Continuation**

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

1. DATE OF ORDER  
09/20/2008

2. CONTRACT NO. (if any)

3. ORDER NO.  
HSBP1108P23519

**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)
00090	Rail mounted light w/mount	50.00	EA			
00100	M-4 Optics EOTECH	50.00	EA			

(b) (4)

DATE OF ORDER 09/22/2008	CONTRACT NO. (if any)	ORDER NO. HSBP1108P23519	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 purpose of purchase order number HSBP1108P23519 is to procure various law enforcement supplies for CBP's Special Response Team located at (b) (7)(E) (b) (4)

This is a firm fixed price purchase order valued at \$122,668.95. The Department of Homeland Security accepted Atlantic Diving Supply Inc's quote on September 18, 2008.

By accepting this order the vendor agrees to supply the requested supplies NLT 45 days from date of award.

The point of contact at the delivery location is (b) (6) and the delivery address is:

(b) (7)(E)

The Contract Specialist for this action is (b) (6)

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

Supplemental Clauses/Provisions

Order Number: HSBP1108P23519**SCHEDULE OF SUPPLIES/SERVICES**

<b>Item Number:</b>	<b>00010</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	Pelican 1750 (Black)			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	50	EA	(b) (4)	
<b>Item Number:</b>	<b>00020</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	FN 303-Less then Lethal Sys			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	20	EA	(b) (4)	
<b>Item Number:</b>	<b>00030</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	Viking Tactics Sling Black			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	75	EA	(b) (4)	
<b>Item Number:</b>	<b>00040</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	Dynamic Entry CQB Ram			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	15	EA	(b) (4)	
<b>Item Number:</b>	<b>00050</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	FN303 Projectile Box of 150			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	10	EA	(b) (4)	
<b>Item Number:</b>	<b>00060</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	Less then Lethal Projectiles			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	20	EA	(b) (4)	
<b>Item Number:</b>	<b>00070</b>	<b>Line Item (Priced/Information/Option): P</b>		
<b>Supplies/Services:</b>	Launcher 40 Mm rifled			
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Ext. Price</b>
	25	EA	(b) (4)	
<b>Item Number:</b>	<b>00080</b>	<b>Line Item (Priced/Information/Option): P</b>		

**Supplies/Services:** 40 MM Rifled Mutli-Launcher

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

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

**Supplies/Services:** Rail mounted light w/mount

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

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

**Supplies/Services:** M-4 Optics EOTECH

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

**Total Funded Contract Value:**

**\$122,668.9500**

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**ACCOUNTING AND APPROPRIATION INFORMATION**

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<b>Item:</b> 00010	6100.2671USCSGLCS0901306403Z33V08400AP01 600662671	<b>Amount</b>	(b) (4)
<b>Item:</b> 00020	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	
<b>Item:</b> 00030	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	
<b>Item:</b> 00040	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	
<b>Item:</b> 00050	6100.2671USCSGLCS0901306403Z33V08400AP01 600662671	<b>Amount</b>	
<b>Item:</b> 00060	6100.2671USCSGLCS0901306403Z33V08400AP01 600662671	<b>Amount</b>	
<b>Item:</b> 00070	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	
<b>Item:</b> 00080	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	
<b>Item:</b> 00090	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	
<b>Item:</b> 00100	6100.319BUSCSGLCS0901306403Z33V08400AP01 60066319B	<b>Amount</b>	

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**DELIVERY SCHEDULE**

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**Deliver To:** Customs and Border Protection

(b) (7)(E)

<b>Instructions: Item</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Recipient</b>	<b>Unloading PT.</b>
00010	50	10/30/2008		
00020	20	10/30/2008		
00030	75	10/30/2008		
00040	15	10/30/2008		
00050	10	10/30/2008		
00060	20	10/30/2008		
00070	25	10/30/2008		
00080	(b) (4)	10/30/2008		
00090	50	10/30/2008		
00100	50	10/30/2008		

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**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
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.222-3	JUN 2003	CONVICT LABOR
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
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 52.219-8 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.3 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.4 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) ALTERNATE I (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.
- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
  - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
  - (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
  - (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

[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]

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. P00061	3. EFF. DATE 10/23/2008	4. REQUISITION/PURCHASE REC. NO. 0020043098	5. PROJECT NO. (If applicable)
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6. ISSUED BY CBP, Procurement Directorate ATTN: (b) (6) Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278	7. ADMINISTERED BY (If other than Item 6) DHS, Customs and Border Protection Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code): ATLANTIC DIVING SUPPLY INC  477 VIKING RD STE 350 D/B/A ADS VIRGINIA BEACH VA 23452-7369  CODE 023079776 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X / HSBP1108723519  10B. DATED (SEE ITEM 13) 10/20/2008
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**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)**

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

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:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Summarized by HCF section headings, including solicitation/control subject matter where feasible.)**

The purpose of this modification is to cancel line item 0080. The requester did not acquire proper authorization prior to requesting the purchase of the weapons on line item 0080.

As per the User Force Policy Division of CBP, CBP is not authorized to procure this caliber of weapons.

As a result of this action the total funding is hereby reduced from \$122,668.95 by \$21,257.00 to \$101,416.95.

Except as provided hereon, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15. SIGNER (Type or print) (b) (4) Contracts Director	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan Hargett-Evans Contracting Officer
15. SIGNER (Type or print) (b) (4)	18B. DATE SIGNED 9-29-08
16. DATE SIGNED 9-29-08	18C. DATE SIGNED (b) (6) 9/30/08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			<b>1. CONTRACT ID CODE</b>	
<b>2. AMENDMENT/MODIFICATION NO.</b> PKR001	<b>3. EFF. DATE</b> 09/25/2008	<b>4. REQUISITION/PURCHASE REQ NO.</b> 0020043098	<b>PAGE OF</b> 2	<b>PAGES</b> 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION. (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)  
 All other terms and conditions remain the same.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 09/25/2008	4. REQUISITION/PURCHASE REQ. NO. 0020043098	5. PROJECT NO. (If applicable)	
6. ISSUED BY CBP, Procurement Directorate ATTN: (b) (6) Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278	CODE 7014	7. ADMINISTERED BY (If other than Item 6) DHS, Customs and Border Protection Procurement Directorate Intech Two, Suite 100 6650 Telecom Drive Indianapolis IN 46278		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ATLANTIC DIVING SUPPLY INC  477 VIKING RD STE 350 D/B/A ADS VIRGINIA BEACH VA 23452-7369		9A. AMENDMENT OF SOLICITATION NO.		
CODE 027079776 FACILITY CODE		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. X / HSBP1108P23519		
		10B. DATED (SEE ITEM 13) 09/20/2008		

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)

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

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:
D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to cancel line item 0080. The requestor did not acquire proper authorization prior to requesting the purchase of the weapons on line item 0080.

As per the User Force Policy Division of CBP, CBP is not authorized to procure this caliber of weapons.

As a result of this action the total funding is hereby reduced from \$122,668.95 by \$21,252.00 to \$101,416.95.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan Hargett-Evans Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFF. DATE 09/25/2008	4. REQUISITION/PURCHASE REQ. NO. 0020043098	PAGE OF 2	PAGES 2

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
 All other terms and conditions remain the same.