

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 04/19/2007	2. CONTRACT NO. (if any)	6. SHIP TO:					
3. ORDER NO. HSBP1007P15911		4. REQUISITION/REFERENCE NO. 0020028423		a. NAME OF CONSIGNEE See Attached Delivery Schedule			
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave, NW NP 1310 Washington DC 20229				b. STREET ADDRESS			
				c. CITY	d. STATE	e. ZIP CODE	
				f. SHIP VIA			
7. TO:				8. TYPE OF ORDER			
a. NAME OF CONTRACTOR BOTACH TACTICAL				<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 3423 W 43RD PL				10. REQUISITIONING OFFICE (b) (6)			
d. CITY LOS ANGELES	e. STATE CA	f. ZIP CODE 90008		11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
9. ACCOUNTING AND APPROPRIATION DATA 6100.2671USCSGLCS090901600ZPDQ07400BN01 BP0132671				<input checked="" type="checkbox"/> a. SMALL			
				<input type="checkbox"/> b. OTHER THAN SMALL			
CONTRACTOR TIN: (b) (4)				<input type="checkbox"/> c. DISADVANTAGED			
12. F.O.B. POINT Destination				<input type="checkbox"/> d. WOMEN-OWNED			
13. PLACE OF				<input type="checkbox"/> e. HUBZone			
a. INSPECTION	b. ACCEPTANCE	14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 05/25/2007			
DESTINATION	DESTINATION			16. DISCOUNT TERMS NET 30			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acct (g)
00010	GPS-02 GRIP POD	10.00	EA	(b) (4)		
00020	CQB-HST CQB HIGH SPEED TRANS SLING	20.00	EA			
00030	HBIM-S HARRIS BIPOD SWIVEL BASE	4.00	EA			
00040	BHI-50M01 BLACKHAWK MAP CASE	5.00	EA			
00050	8114MDCT BH HELLSTORM SOLAG NOMEX (M)	12.00	EA			
00060	8114LGCT BH HELLSTORM SOLAG NORMEX (L)	6.00	EA			
00070	8114XLCT BH HELLSTORM SOLAG NORMEX (XL)	2.00	EA			
00080	48017 5.11 -5 IN 1 JACKET (XL)	5.00	EA			

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
21. MAIL INVOICE TO:					
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME DHS - Customs & Border Protection		National Finance Center		(b) (4)
	b. STREET ADDRESS (or P.O. Box) PO Box 68908				
		STATE IN	e. ZIP CODE 46268	\$5,988.75	17(i) GRAND TOTAL

(b) (6)

23. NAME (Typed)
Rosie Zaragoza-Santos
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
04/19/2007

2. CONTRACT NO. (if any)

3. ORDER NO.
HSBP1007P15911

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)
00090	48017 5.11 -5 IN 1 JACKET (L)	14.00	EA	(b) (4)	[REDACTED]	
00100	48017 5.11 -5 IN 1 JACKET (M)	1.00	EA	[REDACTED]	[REDACTED]	
00110	HOGUE LLSS LESS LETHAL STOCK/GRIP SHOTGU	5.00	EA	[REDACTED]	[REDACTED]	

DATE OF ORDER 04/19/2007	CONTRACT NO. (if any)	ORDER NO. HSBP1007P15911	PAGE OF PAGES 3 3
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Federal Tax Exempt ID: 72-0408780

NOTES:

ATTACHED YOU WILL FIND A COPY OF THE PURCHASE ORDER TERMS AND CONDITIONS.

REFERENCE QUOTE # 6411,6500 & 6503.

NOTICE TO VENDOR: TO ENSURE PROMPT PAYMENT, PLEASE INDICATE ORDER NUMBER LISTED ON BLK 3, SUBMIT ORIGINAL INVOICE TO ADDRESS ON BLK 21, AND A COPY OF THE INVOICE TO:

DEPARTMENT OF HOMELAND SECURITY

U.S. BORDER PATROL

ATTN: (b) (6)

P.O. BOX 6037

EL PASO, TX 79906

VENDOR PAYMENT INQUIRY HOTLINE (317) 614-5001

PURCHASE ORDER TERMS AND CONDITIONS

U.S. CUSTOMS and BORDER PROTECTION

Supplemental Clauses/Provisions

Order Number: HSBP1007P15911

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option):	P	
Supplies/Services:	GPS-02 GRIP POD			
	Qty	Unit	Unit Price	Ext. Price
	10	EA	(b) (4)	(b) (4)
Item Number:	00020	Line Item (Priced/Information/Option):	P	
Supplies/Services:	CQB-HST CQB HIGH SPEED TRANS SLING			
	Qty	Unit	Unit Price	Ext. Price
	20	EA	(b) (4)	(b) (4)
Item Number:	00030	Line Item (Priced/Information/Option):	P	
Supplies/Services:	HBIM-S HARRIS BIPOD SWIVEL BASE			
	Qty	Unit	Unit Price	Ext. Price
	4	EA	(b) (4)	(b) (4)
Item Number:	00040	Line Item (Priced/Information/Option):	P	
Supplies/Services:	BHI-50M01 BLACKHAWK MAP CASE			
	Qty	Unit	Unit Price	Ext. Price
	5	EA	(b) (4)	(b) (4)
Item Number:	00050	Line Item (Priced/Information/Option):	P	
Supplies/Services:	8114MDCT BH HELLSTORM SOLAG NOMEX (M)			
	Qty	Unit	Unit Price	Ext. Price
	12	EA	(b) (4)	(b) (4)
Item Number:	00060	Line Item (Priced/Information/Option):	P	
Supplies/Services:	8114LGCT BH HELLSTORM SOLAG NORMEX (L)			
	Qty	Unit	Unit Price	Ext. Price
	6	EA	(b) (4)	(b) (4)
Item Number:	00070	Line Item (Priced/Information/Option):	P	
Supplies/Services:	8114XLCT BH HELLSTORM SOLAG NORMEX (XL)			
	Qty	Unit	Unit Price	Ext. Price
	2	EA	(b) (4)	(b) (4)
Item Number:	00080	Line Item (Priced/Information/Option):	P	

Supplies/Services: 48017 5.11 -5 IN 1 JACKET (XL)

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

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

Supplies/Services: 48017 5.11 -5 IN 1 JACKET (L)

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

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

Supplies/Services: 48017 5.11 -5 IN 1 JACKET (M)

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

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

Supplies/Services: HOGUE LLSS LESS LETHAL STOCK/GRIP SHOTGU

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

Total Funded Contract Value:

\$5,988.75

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00020	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00030	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00040	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00050	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00060	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00070	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00080	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00090	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00100	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	Amount (b) (4)
Item: 00110	6100.2671USCSGLCS0909010600ZPDQ07400BN01 BP0132671	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>

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

NUMBER	DATE	TITLE
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
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 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.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]