

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 09/25/2008	2. CONTRACT NO. (if any)	6. SHIP TO:			
3. ORDER NO. HSBP1008P23886		4. REQUISITION/REFERENCE NO. 0020042537		a. NAME OF CONSIGNEE TCA SRT - ATTN: (b) (6)	
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Customs & Border Protection/TUCSON 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229				b. STREET ADDRESS (b) (7)(E)	
c. CITY Tucson			d. STATE AZ	e. ZIP CODE 85711	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ATLANTIC DIVING SUPPLY INC			8. TYPE OF ORDER		
b. COMPANY NAME			<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.		
c. STREET ADDRESS 477 VIKING RD STE 350 D/B/A ADS			<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.		
d. CITY VIRGINIA BEACH	e. STATE VA	f. ZIP CODE 23452-7369		10. REQUISITIONING OFFICE (b) (6)	
9. ACCOUNTING AND APPROPRIATION DATA 6100.2671USCSGLCS0909506000ZH3008400BN01 CONTRACTOR TIN: (b) (4)				11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
12. F.O.B. POINT Destination				<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 09/30/2008	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS NET 15	

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	1032 Tri-chamber smoke/cs	75.00	EA		(b) (4)	
00020	1033 Tri-chamber flameless inert	75.00	EA			
00030	1043 Grenade inst. blast powder	75.00	EA			
00040	1082 Grenade riot control cs	75.00	EA			
00050	1026 triple chaser cs	75.00	EA			
00060	1063 military saf-smoke	25.00	EA			
00070	1069 Military yellow smoke	25.00	EA			
00080	1067 military red smoke	25.00	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			
				\$37,919.90	17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature) (b) (6)	23. NAME (Typed) Pattie Caulk TITLE: CONTRACTING/ORDERING OFFICER
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ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE OF PAGES

3 3

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

1. DATE OF ORDER 09/25/2008	2. CONTRACT NO. (if any)	3. ORDER NO. HSBP1008P23886
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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	1065 Military green smoke	25.00	EA		(b) (4)	
00100	1092 grenade rubber han-ball cs	50.00	EA			
00110	1090 grenade stinger rubber ball	5.00	CS			
00120	1016 Pocket cs grenade	50.00	EA			
00130	1017 Pocket smoke grenade	50.00	EA			
00140	1072 Speed heat cs grenade	100.00	EA			
00150	6040 40mm oc muzzle blast	100.00	EA			
00160	6042 10mm cs smuzzle blast	100.00	EA			
00170	6182 40mm cs speed heat	100.00	EA			
00180	6183 40mm smoke speed heat	100.00	EA			
00190	1050 oc/cs aerosole grenade	100.00	EA			
00200	3027 12GA Drag stabilized bean bag	6.00	PAC			
00210	6097 40mm .60 cal stinger rubber balls	50.00	EA			
00220	5099 Mk9	10.00	EA			
00230	3016 12GA .32 cal stinger rubber balls	30.00	EA			
00240	3105 TKO Breaching round	50.00	EA			
00250	1517 GPG Vest	4.00	EA			
00270	6172 40MM Scat shell CS	100.00	EA			

DATE OF ORDER
09/25/2008

CONTRACT NO. (if any)

ORDER NO.
HSBP1008P23886

PAGE OF PAGES
2 3

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:

Contractor is to provide all items specified in Attachment 1 (FEDBID Buy 90193_02, Bid Number 4025422.

Point of Contact (POC) is (b) (6)

Deliver to: Tucson Sector Border Patrol - Special Response Team (SRT)

(b) (7)(E)

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

One (1) copy to Block 21 of this order

One (1) copy to:

Customs & Border Protection
Tucson Sector Border Patrol HQ
ATTN: Procurement/Cat Hempel
2430 S. Swan Road
Tucson AZ 85711

PH: (b) (6)

FX: 520-790-0820

Federal Tax Exempt ID: 72-0408780

NOTES:

Invoices will be processed and forwarded to National Finance Center (NFC) for payment.

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

Vendor payment inquiry hotline: 317-614-5001

PURCHASE ORDER TERMS AND CONDITIONS

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

Order Number: HSBP1008P23886

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	1032 Tri-chamber smoke/cs			
	Qty	Unit	Unit Price	Ext. Price
	75	EA	(b) (4)	(b) (4)
Item Number:	00020	Line Item (Priced/Information/Option): P		
Supplies/Services:	1033 Tri-chamber flameless inert			
	Qty	Unit	Unit Price	Ext. Price
	75	EA	(b) (4)	(b) (4)
Item Number:	00030	Line Item (Priced/Information/Option): P		
Supplies/Services:	1043 Grenade inst. blast powder			
	Qty	Unit	Unit Price	Ext. Price
	75	EA	(b) (4)	(b) (4)
Item Number:	00040	Line Item (Priced/Information/Option): P		
Supplies/Services:	1082 Grenade riot control cs			
	Qty	Unit	Unit Price	Ext. Price
	75	EA	(b) (4)	(b) (4)
Item Number:	00050	Line Item (Priced/Information/Option): P		
Supplies/Services:	1026 triple chaser cs			
	Qty	Unit	Unit Price	Ext. Price
	75	EA	(b) (4)	(b) (4)
Item Number:	00060	Line Item (Priced/Information/Option): P		
Supplies/Services:	1063 military saf-smoke			
	Qty	Unit	Unit Price	Ext. Price
	25	EA	(b) (4)	(b) (4)
Item Number:	00070	Line Item (Priced/Information/Option): P		
Supplies/Services:	1069 Military yellow smoke			
	Qty	Unit	Unit Price	Ext. Price
	25	EA	(b) (4)	(b) (4)
Item Number:	00080	Line Item (Priced/Information/Option): P		

Supplies/Services: 1067 military red smoke

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

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

Supplies/Services: 1065 Military green smoke

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

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

Supplies/Services: 1092 grenade rubber han-ball cs

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

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

Supplies/Services: 1090 grenade stinger rubber ball

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

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

Supplies/Services: 1016 Pocket cs grenade

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

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

Supplies/Services: 1017 Pocket smoke grenade

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

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

Supplies/Services: 1072 Speed heat cs grenade

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

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

Supplies/Services: 6040 40mm oc muzzle blast

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

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

Supplies/Services: 6042 10mm cs smuzzle blast

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

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

Supplies/Services: 6182 40mm cs speed heat

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

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

Supplies/Services: 6183 40mm smoke speed heat

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

Item Number:	00190	Line Item (Priced/Information/Option): P		
Supplies/Services:	1050 oc/cs aerosole grenade			
	Qty	Unit	Unit Price	Ext. Price
	100	EA	(b) (4)	(b) (4)
Item Number:	00200	Line Item (Priced/Information/Option): P		
Supplies/Services:	3027 12GA Drag stabilized bean bag			
	Qty	Unit	Unit Price	Ext. Price
	6	PAC	(b) (4)	(b) (4)
Item Number:	00210	Line Item (Priced/Information/Option): P		
Supplies/Services:	6097 40mm .60 cal stinger rubber balls			
	Qty	Unit	Unit Price	Ext. Price
	50	EA	(b) (4)	(b) (4)
Item Number:	00220	Line Item (Priced/Information/Option): P		
Supplies/Services:	5099 Mk9			
	Qty	Unit	Unit Price	Ext. Price
	10	EA	(b) (4)	(b) (4)
Item Number:	00230	Line Item (Priced/Information/Option): P		
Supplies/Services:	3016 12GA .32 cal stinger rubber balls			
	Qty	Unit	Unit Price	Ext. Price
	30	EA	(b) (4)	(b) (4)
Item Number:	00240	Line Item (Priced/Information/Option): P		
Supplies/Services:	3105 TKO Breaching round			
	Qty	Unit	Unit Price	Ext. Price
	50	EA	(b) (4)	(b) (4)
Item Number:	00250	Line Item (Priced/Information/Option): P		
Supplies/Services:	1517 GPG Vest			
	Qty	Unit	Unit Price	Ext. Price
	4	EA	(b) (4)	(b) (4)
Item Number:	00270	Line Item (Priced/Information/Option): P		
Supplies/Services:	6172 40MM Scat shell CS			
	Qty	Unit	Unit Price	Ext. Price
	100	EA	(b) (4)	(b) (4)
Total Funded Contract Value:				<u>\$37,919.90</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00020	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00030	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00040	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00050	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00060	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00070	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00080	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00090	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00100	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00110	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)

Item: 00120	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00130	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00140	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00150	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00160	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00170	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00180	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00190	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00200	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00210	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00220	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00230	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)
Item: 00240	6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671	Amount (b) (4)

Item: 00250 6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671 Amount (b) (4)

Item: 00270 6100.2671USCSGLCS0909506000ZH3008400BN01 BP3602671 Amount (b) (4)

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection

(b) (7)(E)

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	75	09/30/2008		
00020	75	09/30/2008		
00030	75	09/30/2008		
00040	75	09/30/2008		
00050	75	09/30/2008		
00060	25	09/30/2008		
00070	25	09/30/2008		
00080	25	09/30/2008		
00090	25	09/30/2008		

00100	50	09/30/2008
00110	5	09/30/2008
00120	50	09/30/2008
00130	50	09/30/2008
00140	100	09/30/2008
00150	100	09/30/2008
00160	100	09/30/2008
00170	100	09/30/2008
00180	100	09/30/2008
00190	100	09/30/2008
00200	6	09/30/2008
00210	50	09/30/2008
00220	10	09/30/2008
00230	30	09/30/2008
00240	50	09/30/2008
00250	4	09/30/2008
00270	100	09/30/2008

P.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

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

NUMBER	DATE	TITLE
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.225-3	AUG 2007	BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT Alternate I (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 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) Alternate I (AUG 2007)

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

"Coercion" means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Involuntary servitude" includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking" in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract, or
- (3) Use of forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

- (i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
- (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to--

- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;

- (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

[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]