

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 13	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-00-D-0069		<b>3. Award/Effective Date</b> 2000JUN30		<b>4. Order Number</b>		<b>5. Solicitation Number</b> DAAE20-00-T-0114	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> SHERYL DEVOL		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-6602		<b>6. Solicitation Issue Date</b> 2000JUN19	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09		<b>10. This Acquisition Is</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
<b>e-mail:</b> DEVOLS@RIA.ARMY.MIL				<input checked="" type="checkbox"/> <b>Unrestricted</b>		<input checked="" type="checkbox"/> <b>See Schedule</b>	
				<input type="checkbox"/> <b>Set Aside: % For</b>		<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>	
				<input type="checkbox"/> <b>Small Business</b>		<b>13b. Rating</b> DOC9	
				<input type="checkbox"/> <b>Small Disadv Business</b>		<b>14. Method Of Solicitation</b>	
<input type="checkbox"/> <b>8(A)</b>		<b>SIC:</b> 3699		<input type="checkbox"/> <b>RFQ</b>		<input type="checkbox"/> <b>IFB</b>	
<input type="checkbox"/> <b>Size Standard:</b>				<input type="checkbox"/> <b>RFP</b>			
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCMC SAN DIEGO 7675 DAGGET ST SUITE 200 SAN DIEGO CA 92111-2241			
				<b>Code</b> S0514A			
<b>Telephone No.</b>							
<b>17. Contractor/Offeror</b> ELGAR CORP 9250 BROWN DEER RD SAN DIEGO CA 92121-2267		<b>Code</b> 25965		<b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
						<b>Code</b> HQ0339	
<b>Telephone No.</b>							
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>			
				<input type="checkbox"/> <b>See Addendum</b>			
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>		<b>21. Quantity</b>		<b>22. Unit</b>	
		SEE SCHEDULE Contract Expiration Date: 2004SEP30 (Attach Additional Sheets As Necessary)				<b>23. Unit Price</b>	
						<b>24. Amount</b>	
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b> \$0.00	
<input checked="" type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>						<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>	
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>						<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>	
<b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b>				<b>29. Award Of Contract: Reference</b> DAAE2000T0114 <b>Offer</b>			
<input type="checkbox"/> <b>To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>				<input checked="" type="checkbox"/> <b>Dated</b> 2000JUN23 <b>Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b> SEE SCHEDULE			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> DEBRA JUHL JUHL@RIA.ARMY.MIL (309) 782-3370		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
<input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>		<b>32c. Date</b>		<b>36. Payment</b>		<b>37. Check Number</b>	
				<input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>			
				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	
				<b>40. Paid By</b>			
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

**Name of Offeror or Contractor:** ELGAR CORP

SUPPLEMENTAL INFORMATION

1. THIS AWARD IS AN INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT FOR THE A.C. POWER SUPPLY WHICH INCLUDES THE AC POWER SOURCE, PART NUMBER 351SL-11, AND THE OSCILLATOR, PART NUMBER 401SD-001.

2. THE BINDING PRICES ARE LISTED AS FOLLOWS:

ORDER PERIOD 1:

AWARD THROUGH 30 SEP 2000, UNIT PRICE OF \$3,900.00 EACH

ORDER PERIOD 2:

1 OCT 2000 THROUGH 30 SEP 2001, UNIT PRICE OF \$4,040.00 EACH

ORDER PERIOD 3:

1 OCT 2001 THROUGH 30 SEP 2002, UNIT PRICE OF \$4,180.00 EACH

ORDER PERIOD 4:

1 OCT 2002 THROUGH 30 SEP 2003, UNIT PRICE OF \$4,345.00 EACH

ORDER PERIOD 5:

1 OCT 2003 THROUGH 30 SEP 2004, UNIT PRICE OF \$4,520.00 EACH

DISCOUNT BASED PER ORDER AS FOLLOWS:

\$0 TO \$24,999	NO DISCOUNT
\$25,000 TO \$49,999	2% DISCOUNT
\$50,000 TO \$74,999	4% DISCOUNT
\$75,000 UP	6% DISCOUNT

3. FOB DESTINATION TO RED RIVER ARMY DEPOT, TEXARKANA TX.

4. ALL OTHER TERMS AND CONDITIONS OF SOLICITATION DAAE20-00-T-0114 ARE HEREBY INCORPORATED INTO THIS AWARD DOCUMENT.

\*\*\* END OF NARRATIVE A003 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
 AMSTA-CM-CR (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Phone: (309) 782-3223  
 Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 3 of 13

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 4 of 13**

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP5001 Eisenhower Avenue  
Alexandria, VA 22333-0001Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

## EXECUTIVE SUMMARY:

ITEM: Power Supply  
PART NUMBER: 351SL-11/401SD-001  
NSN: 6130-01-294-6382

1. This restricted solicitation will result in the award of a fixed price, commercial, Indefinite Delivery, Indefinite Quantity, long term, contract. This solicitation is issued under the test program at FAR 13.500, which authorizes the use of simplified acquisition procedures for commercial supplies up to \$5,000,000.00. This contract will include five pricing periods as set forth in the schedule. The maximum total quantity for the 5 year period is 50 each.
2. The only guaranteed minimum quantity to be awarded under this solicitation is 19 each in the first pricing period. This quantity specifically represents the "minimum quantity" as defined by and referenced in FAR and DFARS clauses contained within this solicitation document either in full text or by reference. The minimum quantity will be obligated at time of award. All other estimated quantities are estimates only and do not bind the Government in any way. An award under this solicitation in no way obligates the Government to order more than the minimum quantity of 19 each in pricing period 1. Each order stands on its own insofar as it obligates the Government.
3. All delivery orders will be issued unilaterally by the Government with firm delivery dates and ship to addresses.
4. Delivery will be 90 days for the first delivery order and 90 days for any orders thereafter.

\*\*\* END OF NARRATIVE A001 \*\*\*

## REQUIREMENTS FOR INFORMATION OTHER THAN COST OR PRICING DATA

For this commercial item, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. For catalog items, this may include a copy of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities. Specifically, submission of the following information should provide a basis for determining the price fair and reasonable. If not, the Government reserves the right to request the submission of additional information other than cost or pricing data in support of the reasonableness of the offered unit prices.

<u>Categories of Sales</u>	<u>Total Units Sold</u>	<u>Total Value of Units Sold</u>
A. US Government Sales	_____	\$ _____
B. Sales at Catalog price to general public	_____	\$ _____
C. Other sales to general public	_____	\$ _____

Sales Period Covered: From \_\_\_\_\_ To \_\_\_\_\_

## INSTRUCTIONS:

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 5 of 13****PIIN/SIIN** DAAE20-00-D-0069**MOD/AMD****Name of Offeror or Contractor:** ELGAR CORP

Include in Category A all sales of the catalog item (a) directly to the U.S. Government and its instrumentalities and (b) for U.S. Government use (sales directly to U.S. Government prime contractors, or their subcontractors or suppliers at any tier, for use as an end item, or as part of an end item, by the U.S. Government).

Include in Category B all sales of the catalog item made strictly at the catalog price, less only published discounts, to the general public (i.e., catalog price sales other than those (i) to affiliates of the offeror or (ii) included in Category A.

Include in Category C all sales to the general public that were not made strictly at the catalog price or that were made at special discounts or discount rates not published in the catalog.

The Sales period should include the most recent regular monthly, quarterly, or other period for which sales data are reasonably available and should extend back only far enough to provide a total period representative of average sales. You may also attach sales data for a prior representative period if for any reason recent sales are abnormal and the prior period is sufficiently recent (not more than 2 years preceding) to support the proposed price for the Government item. In the latter case, you must explain, by price analysis only, how the proposed price is derived from the catalog sales for the prior period.

\*\*\* END OF NARRATIVE A002 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-00-D-0069 MOD/AMD

Name of Offeror or Contractor: ELGAR CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>SECURITY CLASS: Unclassified                      NOUN: POWER SUPPLY                      FSCM: 25965                      PART NUMBER: 351SL-11/401SD-001</p> <p>INSPECTION: DESTINATION                      ACCEPTANCE: DESTINATION                      FOB: DESTINATION</p> <p><u>DELIVERIES OR PERFORMANCE</u>                      MINIMUM TOTAL QUANTITY: 19                      MAXIMUM TOTAL QUANTITY: 50</p> <p>ORDER PERIOD 1: AWARD THROUGH 30 SEP 2000                      ORDER PERIOD 2: 1 OCT 2000 THROUGH 30 SEP 2001                      ORDER PERIOD 3: 1 OCT 2001 THROUGH 30 SEP 2002                      ORDER PERIOD 4: 1 OCT 2002 THROUGH 30 SEP 2003                      ORDER PERIOD 5: 1 OCT 2003 THROUGH 30 SEP 2004</p> <p>DELIVERY IS 90 DAYS FOR DELIVERY ORDER 0001 AND                      90 DAYS AFTER RECIEPT OF                      ELECTRONIC/FACSIMILE/HARDCOPY DELIVERY ORDER</p> <p>ONLY THE TACOM-ROCK ISLAND IS AUTHORIZED TO                      ISSUE DELIVERY ORDERS UNDER THIS CONTRACT.</p> <p><u>PACKAGING AND MARKING</u>                      PACKAGING REQUIREMENTS AT ADDENDUM 003.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 7 of 13

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

## DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	JAN/1991
2	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
3	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 8 of 13**

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

## SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are devols@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309)782-6558, ATTN: Sheryl L. DeVol and (309) 782-1338 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 9 of 13

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
3	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_\_(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_(ii.) Alternate I to 52.219-5.

\_\_\_\_(iii.) Alternate II to 52.219-5.

\_\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

\_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

\_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_(ii) Alternate I of 52.219-23

\_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C.2323).

\_\_\_\_(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 10 of 13**

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

(16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

(17)(i.) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

(ii.) Alternate I of 52.225-3.

(iii.) Alternate II of 52.225-3.

(18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(21)Reserved.

(22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

(26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 11 of 13**

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

5 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 30 September 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

6 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 25;

(2) Any order for a combination of items in excess of 25; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 12 of 13

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

(IF6029)

7 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2005.

(End of clause)

(IF6036)

8 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAR/2000  
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 13 of 13

PIIN/SIIN DAAE20-00-D-0069

MOD/AMD

**Name of Offeror or Contractor:** ELGAR CORP

\_\_\_\_ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

\_\_\_\_ 252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).

\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)