

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 7****PIIN/SIIN** DAAE20-01-P-0365**MOD/AMD****Name of Offeror or Contractor:** ELGAR CORP

SUPPLEMENTAL INFORMATION

1. This purchase order is issued in accordance with the terms and conditions Sorensen quotation GMM01025INIL-004 dated 2001MAY25.
2. Packaging in accordance with best commercial practices. All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 1997May15.
3. FOB is Origin.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

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Name of Offeror or Contractor: ELGAR CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																											
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>																															
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 6130-01-477-7093 NOUN: POWER SUPPLY FSCM: 7H381 PART NR: DCS55-55M33 SECURITY CLASS: Unclassified PRON: M1192441M1 PRON AMD: 04 ACRN: AA AMS CD: 060011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H0910882889</td> <td>W45G19</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>15</td> <td>01-AUG-2001</td> </tr> <tr> <td>002</td> <td>15</td> <td>04-SEP-2001</td> </tr> <tr> <td>003</td> <td>20</td> <td>01-OCT-2001</td> </tr> <tr> <td>004</td> <td>10</td> <td>01-NOV-2001</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU W390 RED RIVER MUNITIONS CTR RECEIVING BLDG 499 10 ST AND K AVE TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-01-P-0365/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0910882889	W45G19	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	15	01-AUG-2001	002	15	04-SEP-2001	003	20	01-OCT-2001	004	10	01-NOV-2001	60	EA	\$ 2,654.20000	\$ 159,252.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																											
001	W52H0910882889	W45G19	J		1																											
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CONTRACT ADMINISTRATION DATA

<u>LINE</u>	<u>PRON/</u>	<u>OBLG</u>	<u>JOB</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>			
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>			
0001AA	M1192441M1	AA 1	97	X4930AC9G 6D	26KB S11116	W52H09	\$	159,252.00
	060011							
						TOTAL	\$	159,252.00

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>	
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>	
Army	AA	97 X4930AC9G 6D	26KB S11116	W52H09	\$ 159,252.00
				TOTAL	\$ 159,252.00

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Name of Offeror or Contractor: ELGAR CORP

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
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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 woodstockr@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-1098, ATTN: ROCK WOODSTOCK and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

2	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAR/2001
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2001

(a) The Contractor shall 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) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR 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:

 X (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).

 X (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.

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____(iii.) Alternate II to 52.219-5.

X (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).

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

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

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

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

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

X (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____(18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____(19)(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.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

X (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

____(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the

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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.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).
- ____(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 shall 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.

(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));
- (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); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)