

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number
SEE SCHEDULE

Page 1 **Of** 5

2. Contract No. W56HZV-04-D-0219
3. Award/Effective Date 2004SEP22
4. Order Number 0001
5. Solicitation Number
6. Solicitation Issue Date

7. For Solicitation Information Call:  **A. Name** RISING ORIS
B. Telephone Number (No Collect Calls) (586)574-4284
8. Offer Due Date/Local Time

9. Issued By Code W56HZV
TACOM WARREN
AMSTA-AQ-ATAD
WARREN, MICHIGAN 48397-5000

HTTP://CONTRACTING.TACOM.ARMY.MIL

e-mail: ORISR@TACOM.ARMY.MIL

10. This Acquisition Is
 Unrestricted
 Set Aside: % For
 Small Business
 Hubzone Small Business
 8(A)
NAICS: 336211
Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked
 See Schedule
 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)
13b. Rating DOA4
14. Method Of Solicitation
 RFQ IFB RFP

12. Discount Terms
NET 30 DAYS

15. Deliver To Code SW3227
DEF DIST DEPOT RED RIVER
RECEIVING BLDG 499
10TH STREET AND K AVENUE
TEXARKANA TX 75507-5000

16. Administered By Code S4404A
DCMA SAN ANTONIO
615 EAST HOUSTON STREET
P.O. BOX 1040
SAN ANTONIO TX 78294-1040

17. Contractor/Offeror Code 3H8L1 Facility
SIGMA INDUSTRIES
1826 RICHMOND AVE STE 200
HOUSTON, TX. 77098-3510

18a. Payment Will Be Made By Code HQ0339
DFAS - COLUMBUS CENTER
DFAS-CO/WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
COLUMBUS, OH 43218-2381

17b. Check If Remittance Is Different And Put Such Address In Offer
 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked
 See Addendum

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE				
(Use Reverse and/or Attach Additional Sheets As Necessary)					

25. Accounting And Appropriation Data
ACRN: AA 97 X4930AC6D 6D 26FB S20113 W56HZV

26. Total Award Amount (For Govt. Use Only)
\$153,900.00

27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda Are Are Not Attached.
 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda Are Are Not Attached.

28. Contractor Is Required To Sign This Document And Return 2 Copies 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.

29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:

30a. Signature Of Offeror/Contractor
31a. United States Of America (Signature Of Contracting Officer)

30b. Name And Title Of Signer (Type Or Print)
30c. Date Signed
31b. Name Of Contracting Officer (Type Or Print) MICHEAL D. MCHUGH /SIGNED/
MCHUGHM@TACOM.ARMY.MIL (586)574-6506
31c. Date Signed

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

Received Inspected Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
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32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
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38. S/R Account Number	39. S/R Voucher Number	40. Paid By
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41a. I Certify This Account Is Correct And Proper For Payment	42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer		42b. Received At (Location)
41c. Date	42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-0219/0001 MOD/AMD

Page 2 of 5

Name of Offeror or Contractor: SIGMA INDUSTRIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 4320-01-320-4744 FSCM: 19207 PART NR: 12375388 SECURITY CLASS: Unclassified																													
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>PROGRAM YEAR: 1 CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MOTOR-PUMP, HYDRAULI PRON: EH44L663EH PRON AMD: 01 ACRN: AA AMS CD: 070011</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12375388</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: I.A.W. AK 13204744 (M/A) UNIT PACK: 01 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <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> <u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4159T840</td> <td>SW3227</td> <td>J</td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>190</td> <td>0120</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-D-0219/0001</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>	001	W56HZV4159T840	SW3227	J	2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>			001	190	0120			190	EA	\$ 810.00000	\$ 153,900.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u> <u>TP CD</u>																										
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0219/0001 **MOD/AMD**

Name of Offeror or Contractor: SIGMA INDUSTRIES

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	EH44L663EH 070011	AA	2	97 X4930AC6D 6D	26FB S20113		W56HZV \$	153,900.00
							TOTAL \$	153,900.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	97 X4930AC6D 6D	26FB S20113	W56HZV \$	153,900.00
				TOTAL \$	153,900.00

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

Page 4 of 5

PIIN/SIIN W56HZV-04-D-0219/0001

MOD/AMD

Name of Offeror or Contractor: SIGMA INDUSTRIES

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
2	52.246-4007 (TACOM)	INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN (DIFFERENT SITE)	FEB/1995

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

PARKER HANNIFIN CORP
1775 LOGAN AVENUE
YOUNGSTOWN, OHIO 44505

(c) Origin acceptance shall take place at the site specified below:

PARKER HANNIFIN CORP
1775 LOGAN AVENUE
YOUNGSTOWN, OHIO 44505

(d) Remittance Address shall be at the address specified below

Sigma Industries
9898 Bisonnet, Suite 581
Houston, Texas 77036-8280

[End of Clause]

3	52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN/1999
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(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General.

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in a performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0219/0001 MOD/AMD	Page 5 of 5
Name of Offeror or Contractor: SIGMA INDUSTRIES		

[End of Clause]

4 52.213-4010 ADDITIONAL GENERAL CLAUSES FEB/1997
 (TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE (AUG 1987)
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (APR 1984)
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]