

|  |      |   |         |  |      |  |                |
|--|------|---|---------|--|------|--|----------------|
| <b>AWARD/CONTRACT J</b>  |      | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) |         | RATING   |      | PAGE 1 OF 7 PAGES  |                |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>SPE4A6-14-D-0364   |      | 3. EFFECTIVE DATE<br>2014 AUG 22                          |         | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  |      |  |                |
| 5. ISSUED BY<br>DLA AVIATION<br>ASC COMMODITIES DIVISION<br>8000 JEFFERSON DAVIS HIGHWAY<br>RICHMOND VA 23297<br>USA<br>Local Admin: MOHAMMAD AKHTAR PARWC21 Tel: 804-279-3568 Fax: 804-279-6055   |      | CODE SPE4A6   |         | 6. ADMINISTERED BY (If other than Item 5)<br>DLA AVIATION<br>ASC COMMODITIES DIVISION<br>8000 JEFFERSON DAVIS HIGHWAY<br>RICHMOND VA 23297<br>USA<br>Criticality: PAS: None  |      | CODE SPE4A6  |                |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)<br><br>HYDRO-AIRE, INC. DBA<br>3000 WINONA AVE<br>BURBANK CA 91504-2540<br>USA   |      |   |         | 8. DELIVERY<br><input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)   |      |  |                |
|  |      |   |         | 9. DISCOUNT FOR PROMPT PAYMENT<br><br>Net 30 days  |      |  |                |
|  |      |   |         | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN  |      |  | ITEM<br><br>12 |
| CODE 81982   |      | FACILITY CODE   |         |  |      |  |                |
| 11. SHIP TO/MARK FOR<br><br>SEE SCHEDULE, DO NOT SHIP TO ADDRESS ON THIS PAGE  |      | CODE  |         | 12. PAYMENT WILL BE MADE BY<br>DEF FIN AND ACCOUNTING SVC<br>BSM<br>P O BOX 369031<br>COLUMBUS OH 43236-9031<br>USA  |      | CODE SL4701  |                |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)    1 <input type="checkbox"/> 41 U.S.C. 253(c)  |      |   |         | 14. ACCOUNTING AND APPROPRIATION DATA  |      |  |                |
| 15A. ITEM NO.  |      | 15B. SUPPLIES/SERVICES                                    |         | 15C. QUANTITY  |      | 15D. UNIT  |                |
|  |      | See Schedule  |         | 360.000  |      |  |                |
|  |      |   |         |  |      | 15E. UNIT PRICE  |                |
|  |      |   |         |  |      | 15F. AMOUNT  |                |
|  |      |   |         |  |      |  |                |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>   |      |   |         |  |      |  |                |
| <b>16. TABLE OF CONTENTS</b>   |      |   |         |  |      |  |                |
| (X)  | SEC. | DESCRIPTION   | PAGE(S) | (X)  | SEC. | DESCRIPTION  | PAGE(S)        |
| PART I - THE SCHEDULE  |      |   |         | PART II - CONTRACT CLAUSES   |      |  |                |
| X  | A    | SOLICITATION/CONTRACT FORM                                | 1       | X  | I    | CONTRACT CLAUSES   | 6              |
| X  | B    | SUPPLIES OR SERVICES AND PRICES/COSTS                     | 2       | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.   |      |  |                |
|  | C    | DESCRIPTION/SPECS./WORK STATEMENT                         |         | X  | J    | LIST OF ATTACHMENTS  | 7              |
|  | D    | PACKAGING AND MARKING                                     |         | PART IV - REPRESENTATIONS AND INSTRUCTIONS   |      |  |                |
| X  | E    | INSPECTION AND ACCEPTANCE                                 | 6       |  | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |                |
| X  | F    | DELIVERIES OR PERFORMANCE                                 | 6       |  | L    | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |                |
|  | G    | CONTRACT ADMINISTRATION DATA                              |         |  | M    | EVALUATION FACTORS FOR AWARD                                     |                |
|  | H    | SPECIAL CONTRACT REQUIREMENTS                             |         |  |      |  |                |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>   |      |   |         |  |      |  |                |
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |      |   |         | 18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) |      |  |                |
| 19A. NAME AND TITLE OF SIGNER (Type or Print)  |      |   |         | 20A. NAME OF CONTRACTING OFFICER<br>KREYLOM CREWE<br>KREYLOM.CREWE@DLA.MIL<br>PARFL18  |      |  |                |
| 19B. NAME OF CONTRACTOR  |      | 19C. DATE SIGNED  |         | 20B. UNITED STATES OF AMERICA  |      | 20C. DATE SIGNED   |                |
| BY _____<br>(Signature of person authorized to sign)   |      |   |         | BY<br>(Signature of Contracting Officer)   |      | 2014 AUG 25  |                |

|  |  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
|--|--|-------------------|------------------------------|---------|----------------------------|---------|----------------------------------|---------|----------------------------------|---------|----------------------------|---------|----------------------------------|---------|----------------------------------|---------|
| CONTINUATION SHEET   | REFERENCE NO. OF DOCUMENT BEING CONTINUED:<br>SPE4A6-14-D-0364 | PAGE 2 OF 7 PAGES |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| <p>This is an Indefinite Quantity Contract (IQC). Orders may be issued against this contract from the date in block 20c on page 1 through 365 days after the date indicated in block 20c. All Solicitation SPE4A614R1624 clauses are incorporated by reference.</p> <p>This contract contains option provisions to extend the term for (4) four additional years, by written notice to the contractor, provided the government shall give the contractor preliminary written notice of intent to extend, at least 60 days before the contract expires. The total duration, including the exercise of any option under clause 52.217-9, "Option to Extend the Term of the Contract" shall not exceed 60 months.</p> <p>Actual unit prices will be specified on individual delivery orders issued under this contract. Block 15G of PG # 1 is the maximum dollar amount of the base year only.</p> <p>Order Limitations, the following apply:</p> <p>BASE YEAR:</p> <table><tr><td>Guaranteed Minimum Quantity:</td><td>18 each</td></tr><tr><td>Estimated Annual Quantity:</td><td>72 each</td></tr><tr><td>Minimum Delivery Order Quantity:</td><td>18 each</td></tr><tr><td>Maximum Delivery Order Quantity:</td><td>72 each</td></tr></table> <p>OPTION YEARS 1-4:</p> <table><tr><td>Estimated Annual Quantity:</td><td>72 each</td></tr><tr><td>Minimum Delivery Order Quantity:</td><td>18 each</td></tr><tr><td>Maximum Delivery Order Quantity:</td><td>72 each</td></tr></table> <p>The guaranteed minimum quantity of 18 each will be satisfied in the base year. The maximum quantity of the contract is 360 each and applies to the base and option years.</p> <p>Pricing for the Base and Option Years are stated below:</p> <p>Base Year<br/>Option Year 1<br/>Option Year 2<br/>Option Year 3<br/>Option Year 4</p> <p>Delivery will be FOB Origin in 239 days ARO<br/>Inspection and Acceptance will take place at Destination.</p> <p>Delivery order destinations will be any CONUS stock location.</p> <p>Accelerated Delivery is authorized at no cost to the government.</p> <p>Final document will contain a page 1 and page 1(A). Refer to page 1(A) for the actual effective date of the contract.</p> |  |                   | Guaranteed Minimum Quantity: | 18 each | Estimated Annual Quantity: | 72 each | Minimum Delivery Order Quantity: | 18 each | Maximum Delivery Order Quantity: | 72 each | Estimated Annual Quantity: | 72 each | Minimum Delivery Order Quantity: | 18 each | Maximum Delivery Order Quantity: | 72 each |
| Guaranteed Minimum Quantity:   | 18 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| Estimated Annual Quantity:   | 72 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| Minimum Delivery Order Quantity:   | 18 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| Maximum Delivery Order Quantity:   | 72 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| Estimated Annual Quantity:   | 72 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| Minimum Delivery Order Quantity:   | 18 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| Maximum Delivery Order Quantity:   | 72 each  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |
| CONTINUED ON NEXT PAGE   |  |                   |                              |         |                            |         |                                  |         |                                  |         |                            |         |                                  |         |                                  |         |

SECTION B

SUPPLIES/SERVICES: 6680-01-552-7766  
MFR. CAGE: 81982 P/N: 86228-1

ITEM DESCRIPTION:  
  
INDICATOR,SIGHT,LIQ

MIL-STD-130N(1) DATED 16 NOV 2012.  
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2008, DATED JAN 1, 2008. ANY ALTERNATE PLAN MUST BE APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS IS REQUIRED
2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.
- HYDRO-AIRE, INC. DBA 81982 P/N 86228-1

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 0001     | 6680-01-552-7766<br>MFR. CAGE: 81982<br>P/N: 86228-1<br>INDICATOR,SIGHT<br>,LIQ |          |      |            |        |

PRICING TERMS: Firm Fixed Price

BASE PERIOD

SUPPLIES/SERVICES: 6680-01-552-7766  
MFR. CAGE: 81982 P/N: 86228-1

| CLIN | Price | Delivery<br>(in days) |
|------|-------|-----------------------|
| 0001 |       | 239                   |

OPTION 01

SUPPLIES/SERVICES: 6680-01-552-7766  
MFR. CAGE: 81982 P/N: 86228-1

**SECTION B**

SUPPLY/SERVICE: 6680-01-552-7766 MFR. CAGE: 81982 P/N: 86228-1 CONT'D

| CLIN | Price | Delivery<br>(in days) |
|------|-------|-----------------------|
| 0001 | 0.00  | 239                   |

## OPTION 02

SUPPLIES/SERVICES: 6680-01-552-7766  
MFR. CAGE: 81982 P/N: 86228-1

| CLIN | Price | Delivery<br>(in days) |
|------|-------|-----------------------|
| 0001 | 0.00  | 239                   |

## OPTION 03

SUPPLIES/SERVICES: 6680-01-552-7766  
MFR. CAGE: 81982 P/N: 86228-1

| CLIN | Price | Delivery<br>(in days) |
|------|-------|-----------------------|
| 0001 | 0.00  | 239                   |

## OPTION 04

SUPPLIES/SERVICES: 6680-01-552-7766  
MFR. CAGE: 81982 P/N: 86228-1

| CLIN | Price | Delivery<br>(in days) |
|------|-------|-----------------------|
| 0001 | 0.00  | 239                   |

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE:

PREP FOR DELIVERY:

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

## Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- ,,All containers shall meet ASTM D4169, Standard Practice for Performance Testing of Shipping Containers and Systems.
- ,,All Section D Packaging Clauses take precedence over ASTM D3951.
- ,,In addition to requirements in MIL-STD-129P, all Labeling and Marking shall have a Method of Preservation of Commercial Pack applied to the MIL-STD-129 identification labels on all shipping containers, including the unit and intermediate levels. The Method of Preservation (M) of Commercial

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 6680-01-552-7766 MFR. CAGE: 81982 P/N: 86228-1 CONT'D

- Pack (CP) shall be applied to all labels and marking as "MCP."
- ,,For all shipments of packaged materiel to the Government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required in accordance with MIL-STD-129. See DLAD 52.211-9010 for exceptions to the Military Shipment Label (MSL) requirement. When the MSL is required, the Transportation Control Number (TCN) is not an exception and must always be present. TCN construction is detailed in DTR 4500.9-R (Appendix L).
  - ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over ASTM D3951.
  - ,,Loose-fill cushioning and dunnage materials are prohibited in all shipments to DOD customers.
  - ,,Unitization in accordance with MIL-STD-147, Palletized Unit Loads, is required for all shipments to the DOD activities.

|          |     |          |     |          |          |                |
|----------|-----|----------|-----|----------|----------|----------------|
| GOVT USE |     |          |     |          |          |                |
| ITEM     | PR  | External |     | External | External | Customer RDD/  |
|          |     | PRLI     | PR  | PRLI     | Material | Need Ship Date |
| 0001     | N/A | N/A      | N/A | N/A      | N/A      | N/A            |

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|                    |  |                   |
|--------------------|--|-------------------|
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**SECTION E - INSPECTION AND ACCEPTANCE**

**52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR**

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**

**SECTION F - DELIVERIES OR PERFORMANCE**

**52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD**

**SECTION I - CONTRACT CLAUSES**

**52.202-01 DEFINITIONS (NOV 2013) FAR**

**52.203-03 GRATUITIES (APR 1984) FAR**

**52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR**

**52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR**

**52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR**

**52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR**

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR**

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS**

**52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS**

**52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR**

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014) DFARS**

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR**

**252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

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(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.  
(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:  
(Offeror insert information for each SPI process)

**SPI Process:**

\_\_\_\_\_

**Facility:**

\_\_\_\_\_

**CONTINUED ON NEXT PAGE**

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

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- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) FAR
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) FAR
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010) FAR
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR
- 52.232-17 INTEREST (MAY 2014) FAR
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS
- 52.242-13 BANKRUPTCY (JUL 1995) FAR
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:  
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

SECTION J - LIST OF ATTACHMENTS

List of Attachments

| Description                   | File Name                  |
|-------------------------------|----------------------------|
| ATTACH.SPE4A614D0364 REDACTED | SPE4A614D0364 REDACTED.pdf |