

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 17, 23, 24, & 30**

2. CONTRACT NO. <b>v797p-4115b</b>	3. AWARD/EFFECTIVE DATE <b>6/15/08</b>	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO. <b>RFP-797-FSS-99-0025-R5</b>	6. SOLICITATION ISSUE DATE <b>02-01-2007</b>
7. FOR SOLICITATION INFORMATION CALL: a. NAME <b>Federal Supply Schedule Helpdesk</b>		b. TELEPHONE NO. (No Collect Calls) <b>(708) 786-7737</b>		8. OFFER DUE DATE/LOCAL TIME <b>Open and Continuous</b>	

9. ISSUED BY <b>VA National Acquisition Center Federal Supply Schedule Service 049A1F2 P.O. Box 76, Bldg. 37, Hines IL 60141</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: 32291, 333314, 339111 39112, 339113, 334510 & 423450 SIZE STANDARD: 500 NAICS: 811219 SIZE STANDARD: \$6,500,000	<input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	See Clause A-FSS-31 <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS <del>20 days on invoiced items</del> <b>NZT 30 T.E.</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO TO BE SHOWN ON INDIVIDUAL DELIVERY ORDER	16. ADMINISTERED BY <b>VA National Acquisition Center Federal Supply Schedule Service (049A1F2) 1st Avenue, 1 Block North of 22nd Street Bldg. 37 Hines IL 60141</b>
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17a. CONTRACTOR/OFFEROR CODE <b>799909465</b>	FACILITY CODE	18a. PAYMENT WILL BE MADE BY TO BE SHOWN ON INDIVIDUAL DELIVERY ORDER
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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
FSC Class 6510 6515 6530 6532	<b>Medical Equipment and Supplies</b> (See Continuation of SF 1449 - Schedule of Items for additional details) <b>SINS: A-48, A-82, A-83</b>				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA <b>7974537B6330000161401V12580</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only) Estimated \$ <b>125,000.00</b>
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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: REFERENCE <u>FPR</u> OFFER DATED <u>6/4/08</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS. See Summary Award Document

30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>John M. Bergmann</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Thomas H. Edwards III</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) John M. Bergmann, Vice-President	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) THOMAS H. EDWARDS III
30c. DATE SIGNED <b>4/24/08</b>	31c. DATE SIGNED <b>6/15/08</b>



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Summary of Award  
Addenda to SF 1449

**I. The Contract consists of the following documents:**

- (a) FAR 52.212-4 Contract Terms and Conditions-Commercial Items and Addenda.
- (b) FAR 52.212-5, Contract Terms and Conditions Required to implement Statutes or Executive Orders-Commercial Items
- (c) Waterloo Healthcare's offer dated: 4/24/08  
(Amendment #1) dated: 6/4/08
- (d) Revisions of offer: 5/28/08, 6/3/08
- (e) Final Proposal Revision (FPR) dated: 6/4/08
- (f) Awarded discounts are based on Waterloo Healthcare's Retail Price List, Effective, January 1, 2008
- (g) Incorporated by reference: FAR 52.212-3, Offeror Representations and Certifications-Commercial Items

A copy of an excel spread-sheet (Attachment #1, Contract Award) identifying those products accepted for award is attached hereto and made a part hereof. Identification of awarded items is accomplished by a red "A" mark.

**II. Terms and Conditions as agreed to are as follows:**

- (a) Contract period: June 15, 2008-June 14, 2013
- (b) Awarded SIN(s), and Discounts as identified on above cited spreadsheet along with Maximum Order(s) are as follows:

<b>Special Item Number</b>	<b>Basic Discount</b>	<b>Awarded Maximum Order</b>
A-48	20%	\$50,000.00
A-82	20%	\$50,000.00
A-83	20%	\$50,000.00

- (c) Payment Term: Net 30
- (d) Quantity Discounts: None
- (e) Minimum Order: No minimum order
- (f) Delivery Time: Within 14 days after receipt of order
- (g) Expedited Delivery Time: Within 10 days after receipt of order
- (h) FOB Points: Destination, 48 contiguous states, Washington, D.C., up to point of exportation, Alaska, Hawaii, and Puerto Rico
- (i) Warranty:
- Waterloo Healthcare (Seller) warrants the products it manufactures to be free from defects in material and workmanship under normal and proper use and service for a period not exceed five (5) years from the date of delivery to the original location.
  - This warranty does not apply to any product that has been subject to abuse, misuse, negligence, modification, normal wear, or an accident (dents & scratches are considered normal wear).
  - Electronic components and plastic parts have a one (1) year warranty under the aforementioned conditions of use.
  - The Seller's liability is limited to the cost of the repair or replacement of any products (at its factory) which fail to comply with the foregoing warranty. In no event shall the seller be liable for any consequential damages claimed as a result of breach of the foregoing warranty.

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- The Purchaser must reference the original purchase order number or Seller's invoice on any claims. The Seller will determine if the products should be returned to the factory or if parts should be sent to the customer for repair of the product.
- The warranty stated herein is in lieu of all warranties, expressed or implied, including but not limited to, merchantability or fitness for a particular purpose.

(j) Returned Goods Policy:

Waterloo Healthcare will accept returns on "non-custom" items **ONLY**. Products with modified configurations, custom casters, custom drilling and special orders are **NOT** returnable. Products under \$25 are not returnable. Any material returned to Waterloo Healthcare without proper paperwork or without an assigned RMA number will be returned to the customer at customer expense. Customer must provide to Waterloo Healthcare the Original Order number, Customer Purchase Order Number, Item Number, Quantity and detailed reason for the return. **Waterloo Healthcare RMA Verification Report** will be faxed to the customer with a RMA number for authorization to return the material. All information will be contained on this form based on the information surrounding the return of goods. The RMA number must be visible on the material to process the RMA appropriately.

**Conditions:**

- All returns must have authorization with a RMA number including items purchased for evaluation.
- Waterloo Healthcare must authorize the return of all products and assign an RMA number prior to the customer shipping material back.
- Waterloo Healthcare must be contacted within 30 days of product **shipment** to request an RMA number.
- Once an RMA number is assigned, the product must be returned to Waterloo Healthcare within 15 days.
- The Customer will be responsible for ALL freight charges. **Arrangements for return are to be made by the customer. We do not issue call tags for returned merchandise.**
- The RMA number must appear on the outside of the package containing the parts to be returned.

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- If product is sent to Waterloo Healthcare for return without an RMA number; the product will be refused and shipped back at customer expense.
- If there are parts returned with a specific RMA number that was not assigned the material will be returned to the sender upon arrival at Waterloo Healthcare.
- Credit is subject to Quality approval for resale.
- RESOCKING FEES:
  - a. A 15% restocking fee will be charged on all returns. There is no restocking fee for evaluation products.
  - b. If any product is received (including evaluations) in anything other than the original packaging, damaged, worn or requires reworked the cost of repair parts and any additional labor will be deducted from the credit issued. This will limit or cancel out any credit due.
- Determination will be made by Waterloo Healthcare in regards to action taken with returned material (credit, rework, or return to stock).
- Return of higher quantities other than what was originally shipped will not be authorized.
- Credit provided to the customer will always be determined after quality inspection.

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- (k) Annual Rebate: One percent (1%) on annual sales equal to or greater than \$400,000.00.

The applicable rebate percentage shall be applied at the end of each year of the contract and at the end of each option period to the Government-wide realized under this contract, which are in excess of the applicable base figure. The first 12 month period shall begin with the effective date shown in block 3 of the SF-1449.

1. Within 30 calendar days after the end of each year of the contract period and option period(s), the Contractor shall furnish a statement to the Contracting Officer certifying the rebate dollar value of sales made under the contract.
2. Payment of rebate shall not be made until after receipt of a written notification from the Contracting Officer stating the amount due. Within 30 calendar days after the date of such notification, the amount due shall be paid by check made payable to the "Department of Veterans affairs." The check shall include the statement "**Annual Rebate Sales Under Contract Number V797P-4115b,**" and the claim number. The claim number will be provided with the written notification from the Contracting Officer. The remittance shall be made to:

Department of Veterans Affairs  
Service and Distribution Center  
Attn: Fiscal (049M1B)  
P.O. Box 27  
Hines, IL 60141

3. Any amount not paid within 30 calendar days from the date of written notification from the Contracting Officer described in (3) above, shall bear interest in accordance with clause 52.232-17, Interest. Any controversies concerning the amount due to the Government shall be subject to the Disputes clause.

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(l) Price Reduction Clause (552.238-76): **High-Volume Distributors** are the identified tracking customer(s). During the course of this contract, for any sales under the maximum order, the Government price relationship as shown on Attachment One shall be maintained. If the identified tracking customer's contract/agreement has been cancelled, terminated, has expired, or the tracking customer has merged with another group, the Contracting Officer shall be notified within 10 calendar days after the event occurs, and if possible, before the event occurs.

**Please be advised, the sole purpose of funds provided by the accounting data in Block 25 of the SF 1449 is to fund the guaranteed minimum of \$2,500.00 as stated in contract clause I-FSS-106. However, the funds obligated at the time of award do not constitute an order for supplies and services.**