

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Acquisitions Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*[®], a menu-driven database system. The INTERNET address GSA *Advantage!*[®] is:
www.GSAAdvantage.gov.

Multiple Award Schedule (MAS)

GS-03F-096GA

September 8, 2017 – Sept. 7, 2022



1420 Stoneridge Drive
Middletown, PA 17057
800-753-9633
717-902-1923

<https://www.hydroworx.com>

Contract POC
Michael Mchugh
Phone 717-805-6143
Fax 717-902-1933
E-mail: mmchugh@hydroworx.com

Business size
Small Business

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.gsa.gov>.

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s). See awarded products and prices beginning at the bottom of page 6

339920S	Sporting Goods Equipment and Supplies
OLM	Order-Level Materials (OLM)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

339920S 300-7 Fold Removable Down Seat (280lb capacity) \$1,773.30 Each

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. **Not Applicable**

2. Maximum order. **339920S- \$ 250,000**

3. Minimum order. **\$100.00**

4. Geographic coverage (delivery area). **CONUS**

5. Point(s) of production (city, county, and State or foreign country). **Dauphin County, Middletown, PA**

6. Discount from list prices or statement of net price. **Net Prices are shown below**

7. Quantity discounts. **None**

8. Prompt payment terms. **Net 30 Days**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold. **Yes**

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
Accepted

10. Foreign items (list items by country of origin). **None**

11a. Time of delivery:**120 Days**

11b. Expedited Delivery. **Call Contractor**

11c. Overnight and 2-day delivery. **Not available**

11d. Urgent Requirements. **Not Applicable**

12. F.O.B. point(s). **Origin**

13a. Ordering address(es). **1420 Stoneridge Drive
Suite C
Middletown, PA 17057**

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es). **1420 Stoneridge Drive
Suite C
Middletown, PA 17057**

15. Warranty provision.

Limited Warranty

HydroWorx International, Inc. (HydroWorx) warrants solely to the original Buyer that this product, consisting of the tank, integrated treadmill, jet system, electronic controls and water circulation equipment will be free from defects in materials and workmanship, when given normal, proper and intended installation and usage, for the period set forth below from the date noted on signed start-up completion form.

LIMITED WARRANTY PERIOD	COMPONENTS COVERED
One (1) Year	<ul style="list-style-type: none"> ▪ Water Circulation Equipment (heater, filter housing, brominator and pump) * ▪ Badu Jet and Pump* ▪ Treadmill Motor * ▪ Treadmill Seal and Bearings* ▪ Treadmill System* ▪ Treadmill Belt* ▪ Control System ▪ Underwater Video System ▪ Tank Door Seal ▪ Tank Glass Seams
Five (5) Years	<ul style="list-style-type: none"> • Tank Structural Integrity

During the limited warranty period, our obligation shall be limited to the repair or exchange (at our option) of any part or parts which may thus prove defective under normal use within one year from date of purchase by the original purchaser, and which our examination shall disclose to our satisfaction to be defective.

This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for use and of all other obligations or liabilities for all damages direct or consequential to person, property, or business whether or not occasioned by our negligence, and we neither assume for us any other liability in connection with the sale of this 300 Series. This warranty shall not apply to any expendable component, such as, but not limited to chemicals, fuses, filters, and lubricants. HydroWorx shall have no obligations to make repairs or replacements which result, in whole or in part, from (I) catastrophe, fault or negligence of Buyer, (II) improper or unauthorized use of product, (III) maintenance or installation of the product which is not in full compliance with the requirements of the HydroWorx Operating Manual and Software Manual, (IV) the presence of debris or silt in the product, (V) the failure to maintain water cleanliness, chemistry and temperature in accordance with the recommendations of circulation equipment suppliers, (VI) any modification of the product (including, but not limited to, removal or affixing any object to the equipment or removing any component part of the product without prior specific written instruction from HydroWorx), or (VII) causes external to the product such as, but not limited to, power failure.

In the event after inspection by HydroWorx the product proves not to be defective or is not subject to the warranty protection because of normal use, wear and tear, misuse, lapse of time, accident, modification, or any other exclusion specified above, the Buyer will be charged for repair or replacement services at HydroWorx' s standard rates then in effect together with the "portal to portal" expenses incurred by HydroWorx in providing the service.

THE PROVISIONS OF THE FOREGOING WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MECHANICALITY OR FITNESS FOR A PARTICULAR PURPOSE.

HYDROWORX'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCTS OR ITS USE OR DISPOSITION WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE BUYER FOR THE PRODUCT. IN NO EVENT SHALL HYDROWORX BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF USE OF DAMAGES ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCT THE FOREGOING WARRANTY APPLIES TO THE BUYER ONLY AND SHALL NOT EXTEND TO ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF THE BUYER.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME BUYERS. THIS WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS, AND THE BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WARNING: USER OR PATIENT SHOULD NOT USE THIS EQUIPMENT WITHOUT CONSTANT ADULT SUPERVISION FROM A QUALIFIED PRACTITIONER WHO HAS BEEN TRAINED ON THE USE OF THE HYDROWORX SYSTEM. PATIENTS OR USERS SHOULD CONSULT HIS/HER PHYSICIAN BEFORE USING THIS EQUIPMENT. AT ALL TIMES HYDROWORX DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY SUSTAINED BY ANY USER WHETHER AUTHORIZED OR UNAUTHORIZED, OF THE PRODUCT.

16. Export packing charges, if applicable. **Not Applicable**
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro- purchase level).
None
18. Terms and conditions of rental, maintenance, and repair (if applicable). **None**
19. Terms and conditions of installation (if applicable). **None**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**
- 20a. Terms and conditions for any other services (if applicable). **Not Applicable**
21. List of service and distribution points (if applicable). **Not Applicable**
22. List of participating dealers (if applicable). **Not Applicable**
23. Preventive maintenance (if applicable). **Not Applicable**

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number. 838725414 Cage: 4WHB5

26. Notification regarding registration in System for Award Management (SAM) database. HydroWorx is registered



SIN	PART NUMBER	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA Price
339920S	300-1	300 Standard Pool	300 Series Standard Model Pool	Each	\$79,709.82
339920S	300-2	300 Sport Pool	300 Series Sport Model Pool	Each	\$88,576.32

OPTIONS:

339920S	300-3	Underwater Video System w/ Ipad	Underwater Video Monitoring System with Ipad and HydroWorx App	Each	\$2,438.29
339920S	300-4	Standard Height Side Clinician Platforms	(2) Standard Height Side Clinician Platforms	Each	\$2,659.95
339920S	300-5	Standard and Raised Height Clinician Platform	(1) Standard and (1) Raised Height Clinician Platform	Each	\$2,925.94
339920S	300-6	Access Ramp	Access Ramp	Each	\$2,216.62
339920S	300-7	Removable Fold Down Seat	Removable Fold Down Seat (280lb capacity)	Each	\$1,773.30

INSTALLATION

Zone 1: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, New York, Connecticut, New Jersey, Maryland, Pennsylvania, Ohio, Michigan, Indiana, Kentucky, Virginia, DC, Delaware, West Virginia, Tennessee, North Carolina, South Carolina	\$11,486.15
Zone 2: Minnesota, Wisconsin, Iowa, Illinois, Missouri, Arkansas, Louisiana, Mississippi, Alabama, Georgia, Florida,	\$12,443.32
Zone 3: Montana, North Dakota, Wyoming, South Dakota, Nebraska, Kansas, Colorado, Oklahoma, New Mexico, Texas	\$13,400.50
Zone 4: Arizona, Utah, Idaho	\$14,357.68