



The *Sound* Alternative to Surgery

---

## **DEPARTMENT OF VETERANS AFFAIRS**

---

Authorized Federal Supply  
Schedule Price List

---

**MEDICAL EQUIPMENT & SUPPLIES**  
FSC Group 65, Part II, Section A

---

Contract No. V797D-40118  
Contract Period: 03/01/2013 to 02/28/2017  
Effective Date: April 29, 2014

---



## CONTRACTOR INFORMATION

---

**Name of Company:** Medispec, Ltd.

**Address:** 203 Perry Parkway, Suite 6  
Gaithersburg, MD 20877

**Website:** [www.medispec.com](http://www.medispec.com)

**DUNS Number:** 931111843

**Tax ID Number:** 52-1795818

**Business Category:** Small

**Average Sales:** \$6M (Last 3 years)

**Business Size:** Under 100 Employees

**Pont of Contact:** Robin Miller, Marketing Manger  
rmiller@medispec.com  
301.944.1570

## AWARDED ITEMS\*

---

SIN#	ITEM #	DESCRIPTIONS	UNIT	PRICE
A-70	001	OR-3 Orthospec Extracorporeal Shock Wave Therapy Device	EA	\$38,020.10
A-70	002	Membrane	EA	\$73.12
A-70	003	Electrode Package (1 electrode + 20 tips)	PK	\$536.18
A-70	004	High Voltage Generator	EA	\$4,874.37
A-200	005	Customer Protection Plan (1yr)	EA	\$2,924.62
A-200	006	Preventative Maintenance	EA	\$1,462.31

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)

\*See Detailed Product Descriptions Page \_\_\_\_

## AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

Accepted SINs	SIN	% Discount or Discount Range	Maximum Order
	A-070, A-200	3%	A-70 \$50,000 A-200 \$500,000
<b>Minimum Order</b>	None		
<b>Quantity / Tier Discount(s)</b>	For Item # 001 Only (Orthospec ESWT) 4% for 3 devices and 5.5% for 4 or more		
<b>Geographic Coverage</b>	FOB Destination 50 States, District of Columbia and Common Wealth of Puerto Rico		
<b>Prompt Payment Terms</b>	2% 30 days (does not apply to credit card orders)		
Foreign Items Offered	Item 001 (Israel)		
<b>Purchase Card Acceptance</b> <i>MPT = Micropurchase Threshold</i>	Yes; cc accepted below, equal to, and above MPT With no maximum amount		
<b>Standard Delivery Time</b>	30-45 days upon receipt of order		
<b>Expedited Delivery Time</b>	3-15 Business days upon receipt of order. Government pays the differential between freight charges and express charges.		
<b>Overnight &amp; 2-Day Delivery</b>	Customer may contact Contractor for overnight and 2-day delivery rates		
<b>Urgent Requirements</b>	Customer may contact Contractor for faster delivery		
<b>Ordering Address</b>	Medispec Ltd. 203 Perry Parkway, Suite 6 Gaithersburg, MD 20877		
<b>Ordering Procedures</b>	Submit an Inquiry		
<b>Payment Address</b>	Medispec Ltd. 203 Perry Parkway, Suite 6 Gaithersburg, MD 20877		
<b>Training Policy</b>	Medispec Training Policy Amended for Government Use dated 02/ 21/2014. See page 5		

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)



<b>Warranty Policy</b>	FAR 52.212 -4 (0) & (p), as supplemented by Medispec Warranty Amended For Government Use dated 02/21/2014. See page 4
<b>Return Goods Policy</b>	Medispec Return Goods Policy revised for Government Use date 02/21/2014. See page 12
Terms and consitions of Maintenance and Repair	See page 8
Preventative Maintenance	See page 9
Special Attributes	Section 208 Compliant ( <a href="http://www.section508.gov">www.section508.gov</a> )

Contractor's Central Contractor Registration (CCR) and Online Representation and Certification Application (ORCA) through GSA's System for Award Management (SAM) is up-to-date

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)

## WARRANTY POLICY

---

### 52.212-4 (o) (TAILORED) (MAY 1997)

**Warranty:** The Contractor warrants and implies that the products delivered and installed hereunder are merchantable and fit for use for the particular purpose and will be free from defects in material and workmanship for a period not less than one (1) year from the date of delivery, if correctly operated by a trained and competent operator. Contractor will replace all products found defective within the period with cost of replacement, including shipping charge, to be borne by the Contractor. Under no circumstances will any product covered by this guarantee be returned without (a) advance written notice to the Contractor, or (b) obtaining shipping instructions from the Contractor.

The warranty of the high voltage generator (Item 0004) used in Extracorporeal Shock Wave Therapy is a prorated warranty of one million (1,000,000) shocks or one (1) year, whichever comes first.

In the event that the terms of the contractor's standard commercial warranty (See Clause 552.246-73) conflict with the warranty terms contained in this clause, the terms of this clause will govern this contract, unless some other resolution is specified in the award document.

### 52.212-4 (p) (TAILORED) (MAY 1997)

**Limitation of liability:** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government in a breach of warranty action (1) for consequential damages resulting from any defect or deficiencies in accepted items, (2) if the Government operates the Equipment in a unsafe manner, (3) if the Government uses themselves or a third part to repair the equipment and issues arise, (4) if the Government mounts the Equipment on any transportation mechanism intended to make Equipment mobile without the prior expressed written consent of Contractor. In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.

## TRAINING POLICY

---

Medispec provides a wide variety of useful tools to customers including a customer service hotline to answer questions and concerns regarding product information, technical support, and test kit instructions. In addition, Medispec has a team of experts that extend across the country and who provide invaluable on-site staff training that spans from basic product knowledge to product implementation of the Medispec at no additional charge. Call the customer service line to arrange your free on-site training (details below.)

### Training details:

- Training will be conducted for the Orthospec™ ESWT Device.
- Medispec will provide the Operation & Training Manual, PM Training Outline, start-up supply kit, literature and up-to-date information packages related to the Orthospec™ ESWT Device.
- Once staff training is completed, a certificate of completion is awarded to the customer by Medispec.

### Additional details:

- Training, is provided upon the initial purchase and will include the essential knowledge to successfully operate Medispec's Orthospec™ ESWT device to maximize compliance and efficiency.
- Training will be completed in 1 day and will not exceed 8 hours. Training should be prearranged with each facility depending on shifts and personnel working hours.
- If staff changes occur, Medispec will provide necessary training for new staff on another scheduled training day. Additional training will be completed in one day and must not exceed 8 hours.
- Medispec will absorb all travel cost associated with the customer's training Program.
- This training is only offered within the Continental United States for better patient compliance, increased accuracy, and a happier staff.

The customer service hotline number is (888) 663-3477 and is staffed M-F, 8:30-5:15 EST. If you have any additional questions pertaining to pre- and post- treatment, please see our FAQs, visit us online at [www.medispec.com](http://www.medispec.com), or email us at [servicedept@medispec.com](mailto:servicedept@medispec.com).

To arrange on-site training for your facility, please call us toll free at (888) 663-3477 to speak to a live representative.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)

## PRODUCT DESCRIPTIONS

---

### **A-70, ITEM DESCRIPTION (001): ORTHOSPEC™**

*with accessories and replacement parts*

The Orthospec™ delivers non-invasive shock waves to the heel tissue quickly and painlessly. The procedure is indicated for the treatment of proximal plantar fasciitis in patients with or without heel spurs. As one of the first devices approved by the FDA with validated clinical studies showing efficacy rate of 89%, the Orthospec™ delivers high energy, focused shock waves to the affected areas, which result in deeper tissue penetration and faster recovery. This device uses spark gap technology and incorporates both adjustable energy levels and large therapy zone to create the most effective high energy ESWT device. The Orthospec™ treatment lasts only 25 minutes and the recovery is much faster than surgery, providing an earlier return to your daily routine.

- Single Treatment Protocol
- No imaging required
- Efficacy rate: 89%
- Straight forward positioning
- Procedure can be performed in an office setting
- Largest therapy zone in the industry
- Compact and lightweight, easy to maneuver
- Cost effective

**When an Orthospec™ device is purchased, the following accessories and replacement parts are to be included:**

- One (1) Orthospec Shock Wave Generator and Control Unit
- One (1) Year Customer Protection Plan
- One (1) Operation and Service Manual with Comprehensive Training (See Training Policy)
- Twenty-Five (25) Patient Information Brochures
- One (1) Electrode Starter Package:
  - One (1) Electrode
  - Twenty (20) Tips

## ACCESSORIES & REPLACEMENT PARTS

### **A-70, ITEM DESCRIPTION (002): MEMBRANE PACKAGE**

Q-ty: 5  
Life Span: 50 Treatments

The membrane assures the contact with the patients and transmits the waves into the treated area of the patient.

### **A-70, ITEM DESCRIPTION (003): ELECTRODE PACKAGE**

Q-ty: 1 Electrode & 20 Tips  
Life Span: 20 Treatments

The electrode generates the shock waves.

### **A-70, ITEM DESCRIPTION (004): HIGH VOLTAGE GENERATOR**

Q-ty: 1  
Life Span: 1 Million Shocks or 250 treatments

## **EQUIPMENT MAINTENANCE & REPAIR**

### **A-200, ITEM DESCRIPTION (005): 1YR CUSTOMER PROTECTION PLAN**

Medispec offers a Customer Protection Plan to support the Orthospec™ device. Medispec will provide correction, without charge for parts and labor, of any defect which is reported to Medispec, and which Medispec determines in the exercise of its reasonable judgment impairs the ordinary use of Equipment.

Medispec will cover:

- Routine Labor during normal business hours and replacement parts
- One PM per year for each covered device
- Preferred customer overtime rates at standard labor rates
- Initial telephone assistance within two hours
- High Voltage Generator for one million (1,000,000) shocks or one (1) year, whichever comes first

Medispec will not cover

- Consumable parts such as electrodes and membranes

See Full Terms of Customer Protection Plan for details Page \_\_\_\_

### **A-200, ITEM DESCRIPTION (006): PREVENTATIVE MAINTENANCE**

Medispec will perform one (1) preventative maintenance check once per year on Orthospec which shall consist of inspection, functional check, whole or partial test to specifications and minor adjustments (2 hours). A trained service tech shall perform the PM.

Medispec will not cover:

- Travel and consumable parts, such as electrodes, membranes or high voltage generators

## CUSTOMER PROTECTION PLAN TERMS & CONDITIONS

---

**1.0 Preventative Maintenance:** Medispec agrees to perform one (1) preventative maintenance checks per year on Orthospec which shall consist of inspection, functional check, whole or partial test to specifications and minor adjustments.

**1.1 Maintenance and Repairs:** Medispec Service Personnel will perform all maintenance and repairs during normal working hours, Monday through Friday, 8:00am - 5:00pm, excluding Medispec holidays.

**1.2 On-Site Preventative/Remedial Maintenance:** If any Medispec parts are determined by Medispec to be defective and not field repairable, an exchange part will be substituted for the original. Replacement parts are delivered on an exchange basis and exchanged parts become property of Medispec. A date and time will be agreed for the start of the repair work. On-Site Medispec engineers will require uninterrupted access to the Equipment being repaired and Customer shall provide a safe place in which to perform service. If reasonable access is not provided the Customer will be billed for the time the Medispec representative is denied access to the Equipment. Customers shall, before Equipment is serviced, back up, remove, protect, and restore, all applicable programs, data, and removable storage media contained in the Equipment.

**1.3 Responsibilities of the Customer:** Customer shall pay within thirty (30) days of invoice the total amount of the payment option selected on the first page of this Protection Plan including all applicable Federal, State, and local taxes herein. Customer shall also pay within thirty (30) days of invoice all charges based upon Medispec applicable rates for all work requested by the customer which is not covered under this Protection Plan including, without limitation, maintenance services arising out of any of the causes listed in paragraph 3 of this plan.

**1.4 Replacement Parts:** When specified on the face of this Protection Plan, Medispec will provide all necessary replacement parts for maintaining the Equipment. All replaced parts will become the property of Medispec.

**2.0 Exclusions from Maintenance and Services:** Medispec shall have no obligations to provide maintenance services or replacement parts for Equipment in connection with: a.) Repair, replacement or maintenance arising from (I) intentional acts or negligence by Customer's employees, agents or invitees or any third party not under the control of Medispec (II) attempts to repair or service the Equipment made by persons other than Medispec personnel without the prior written approval of Medispec authorized agents (III) use of special attachments or devices not provided by Medispec in connection with the Equipment, or (IV) misuse of the Equipment including without limitation, use of the Equipment for any application or function for which it was not designed. b.) Repairs or maintenance of accessories, attachments, supplies, machines or other devices not furnished by Medispec or of electrical work external to the Equipment. or c.) Maintenance required by damage to the Equipment resulting from transportation by Customer without the prior express written consent of the Company, causes (other than ordinary use) within

the reasonable control of the Customer, or any Excusing Event (as defined in paragraph 3 of this protection plan).

**3.0 Excused Performances:** Medispec shall not be liable for any failure to perform or delayed performance of any part of this Protection Plan if such performance is prevented, hindered or delayed by reason of any cause or causes beyond the reasonable control of Medispec (“Excusing Event”) including without limitation, labor disputes, strikes, or other industrial disturbances, acts of God, floods, shortages of materials, earthquakes, casualty of war, acts of the public enemy, riots, insurrections, embargoes, laws, blockages, actions, restrictions and regulations or orders of any government, government agency, or subdivision.

**4.0 Additional Equipment:** Upon presentation of the new Equipment warranty, each additional item of Medispec equipment purchased by Customer, whether before or after the effective dates of this Protection Plan, shall not be automatically be covered by the terms of this Protection Plan. The total annual service rate shall reflect the Annual Service Rate charge for such new unit of Equipment if Customer requests said Equipment to be added to this Plan.

**5.0 Warranty; Disclaimer of Warranty:** Medispec warrants that Medispec will provide the services described in section 1 of this Protection Plan which will be free from defects in materials and workmanship at the time of installation. **MEDISPEC MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO SERVICE OF PARTS PROVIDED BY MEDISPEC PURSUANT TO THIS PROTECTION PLAN.**

**5.1 Remedy; Limitation of Liability:** In the event of Medispec’s breach of any warranty or obligation under this Protection Plan, Medispec’s sole obligation shall be to make all necessary adjustments, repairs and replacements in accordance with the terms of this Protection Plan and to replace any parts installed pursuant to this Protection Plan which are defective at the time of installation. Medispec’s liability under this protection plant shall be limited to general money damaged in an amount not to exceed the pro rata Annual Sales Rate paid by Customer attributable to non-functioning or malfunctioning item of Equipment for the period during which such unit of Equipment fails to function properly. Medispec shall not be liable for any damages based on any third party claim. **MEDISPEC SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO LOSS OF USE OF THE EQUIPMENT, LOSS OF DATA OR LOSS OF PROFITS.**

**6.0 Equipment Location:** All equipment is located at Customer’s address on the front side of this Protection Plan, unless otherwise set forth on the front side of this Protection Plan. Any subsequent resale or removal to a new location without prior written approval from Medispec will result in automatic cancellation of this Protection Plan.

**7.1 Assignment:** Customer’s rights and obligations under this protection plan shall not be assignable or remarkable by Customer in full or part by operation of law or otherwise, without prior written consent of Medispec.

**7.2 Waiver:** Any forbearance failure or delay by Medispec in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy; any single or partial excuse of any right power or remedy is specifically waived by an instrument in writing executed by Medispec.

**7.3 Written Agreement:** This Protection Plan supersedes any prior agreements, written or oral, between the parties, contains the entire understanding between the parties related to the subject matter included herein and except as provided herein may be amended or altered only by execution of any instrument in writing. Preprinted forms provided by Customer may not amend or modify this Protection Plan.

**7.4 Governing Law:** This Protection Plan shall be governed by the laws of the State of Maryland applicable to contracts between Maryland residents wholly to be performed in Maryland. However, any claim, dispute or controversy arising out of or in connection with or relating to this Protection Plan shall be submitted by the parties to arbitration in Maryland or other mutually agreeable location. The arbitration shall be rendered in such form that judgment may be entered thereon in any court having jurisdiction thereof.

**7.5 Attorneys Fees:** If any legal action or proceeding is brought by Medispec for the enforcement of this Protection Plan or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Protection Plan, then Medispec shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceedings, in addition to any other relief to which Medispec may be entitled.

**7.6 Unenforceable provisions:** If any portion of this Protection Plan shall be deemed unenforceable by rule of law, the remaining portions and terms shall be valid and enforceable to the maximum extent possible.

**7.7 Notices:** All notices, requests, demands, and other communications under this Protection Plan shall, unless otherwise provided herein, be in writing and shall be deemed to have been duly given on the date of service if served personally set forth on the front page of this Protection Plan.

**7.8 Headings:** The headings appearing at the beginning of the sections contained herein have been inserted for identification and reference purposes only and shall not be used in any construction or interpretation of this Protection Plan.

## MEDISPEC RETURN GOODS POLICY

---

If a shipping error occurs due to Contractor's error, the Contractor will pay freight both ways for return/exchange of products. If an ordering facility error occurs, the ordering facility will pay return freight. No restocking fees will apply either way. Please call Medispec's Customer Service Department for a return authorization number (RA#) at (888) 663-3477 for after hours.



SIN	Product Number	Product Description	FSS Net Price	Unit
A-70	OR-3-A999	<p><b>OR-3 Orthospec Extracorporeal Shock Wave Therapy Device</b>            The Orthospec™ delivers non-invasive shock waves to the heel tissue quickly and painlessly. The procedure is indicated for the treatment of proximal plantar fasciitis in patients with or without heel spurs. As one of the first devices approved by the FDA with validated clinical studies showing efficacy rate of over 80%, the Orthospec™ delivers high energy, focused shock waves to the affected areas, which result in deeper tissue penetration and faster recovery. This device uses spark gap technology and incorporates both adjustable energy levels and large therapy zone to create the most effective high energy ESWT device on the market. The Orthospec™ treatment lasts only 25 minutes and the recovery is much faster than surgery, providing an earlier return to your daily routine.</p> <p><b>When an Orthospec™ device is purchased, the following accessories and replacement parts are to be included:</b></p> <ul style="list-style-type: none"> <li>• One (1) Orthospec Shock Wave Generator and Control Unit</li> <li>• One (1) Year Customer Protection Plan</li> <li>• One (1) Operation and Service Manual with Comprehensive Training</li> <li>• Twenty-Five (25) Patient Information Brochures</li> <li>• Two (2) Membranes</li> <li>• One (1) Electrode Starter Package</li> </ul>	\$38,020.10	EA
A-70	OR-3-D252	<p><b>Membrane</b>            The membrane assures the contact with the patients and transmits the waves into the treated area of the patient. (Life Span: 50 treatments)</p>	\$73.12	EA
A-70	SE-5-A999 (Electrode) SE-5-C007 (Tip)	<p><b>Electrode Starter Package (1 electrode + 20 tips)</b>            The electrode generates the shock waves. (Life Span: 50 treatments)</p>	\$536.18	PK
A-70	VG-6-A999	<p><b>High Voltage Generator</b>            Equipment that generates the shocks from within the device. (Life Span: 1 Million Shocks or 250 Treatments)</p>	\$4,874.37	EA

CONFIDENTIAL & PROPRIETARY  
 © 2014 Medispec Ltd. All Rights Reserved  
 For the exclusive use of the "Federal Supply Schedule V797D-40118"



SIN	Product Number	Product Description	FSS Net Price	Unit
A-200	OR-3-CPP1	<p><b>Customer Protection Plan (1yr)</b>            Medispec offers a Customer Protection Plan to support the Orthospec™ device. Medispec will provide correction, without charge for parts and labor, of any defect which is reported to Medispec, and which Medispec determines in the exercise of its reasonable judgment impairs the ordinary use of Equipment.</p> <p>Medispec will cover:</p> <ul style="list-style-type: none"> <li>• Routine Labor during normal business hours and replacement parts</li> <li>• One Preventative Maintenance Check per year for each covered device</li> <li>• Preferred customer overtime rates at standard labor rates</li> <li>• Initial telephone assistance within two hours</li> <li>• High Voltage Generator for one million (1,000,000) shocks or one (1) year, whichever comes first</li> </ul> <p>Medispec will not cover</p> <ul style="list-style-type: none"> <li>• Consumable parts such as electrodes and membranes</li> </ul> <p>See Full Terms of Customer Protection Plan for details</p>	\$2,924.62	EA
A-200	OR-3-PMC1	<p><b>Preventative Maintenance</b>            Medispec will perform one (1) preventative maintenance check once per year on Orthospec which shall consist of inspection, functional check, whole or partial test to specifications and minor adjustments (2 hours). A trained service tech shall perform the PM.</p> <p>Medispec will not cover:</p> <ul style="list-style-type: none"> <li>• Travel and consumable parts, such as electrodes, membranes or high voltage generators</li> </ul>	\$1,462.31	EA

CONFIDENTIAL & PROPRIETARY  
 © 2014 Medispec Ltd. All Rights Reserved  
 For the exclusive use of the "Federal Supply Schedule V797D-40118"

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [www.fss.gsa.gov](http://www.fss.gsa.gov)