

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-9 Purchase of Used or Refurbished Equipment

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-9 PURCHASE OF USED OR REFURBISHED EQUIPMENT

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

Energy Web, Inc.
75 Windsor Ave. Unit 3, Mineola, NY 11501-1935
Voice: 516-873-6155 Fax: 516-873-6156
DUNS: 169764797 CAGE: 44R97
<http://www.energywebinc.com>

Contract Number: GS-35F-0594W

Period Covered by Contract: August 18, 2010 to August 17, 2015

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #26, dated April 5, 2010.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

75 Windsor Ave. Unit 3, Mineola, NY 11501-1935

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(516) 873-6155

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 169764797
Block 30: Type of Contractor: B. Other Small Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 11-3568155
Block 40: Veteran Owned Small Business (VOSB): No

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

- 4a. CAGE Code: 44R97
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-9	5-7 Days Normal
132-9	1-2 Days Expedited

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. **SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less):** the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. **SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less):** the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 3% - 7 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: 5% for 20+ items
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-9 - Purchase of Used or Refurbished Equipment

Special Item Number 132-12 - Equipment Maintenance

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: <http://www.energywebinc.com>

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY USED OR
REFURBISHED EQUIPMENT (SPECIAL ITEM NUMBER 132-9)**

****NOTE: Used or Refurbished equipment offered under SIN 132-9 must be clearly identified as being used or refurbished in GSA Pricelist pricing charts, GSA Advantage product descriptions, and in any response to a customer Request for Quote (RFQ) or request for information (RFI).****

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

N/A

****NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION IN THE CONTRACT.****

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

All products sold under this solicitation will be guaranteed by a lifetime warranty. If the equipment is damaged or defective upon arrival at the customer's site or if the equipment ceases functioning normally, it will be replaced by a new unit immediately. A return shipping label will be included with the replacement so the defective equipment can be sent back. We do not repair units or replace parts; we send new replacement units in their entirety.

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: ____

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property

Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

ENERGY WEB'S PROPOSED GSA PRICE LIST WITH IFF

SIN	Manufacturer	MFR Part #	Product Description	Proposed GSA Price (with IFF of .75%)
132 9	EnergyWeb	700315575	Avaya MM711 Module Refurbished	\$760.00
132 9	EnergyWeb	700405673	Avaya 9630G Telephone Refurbished	\$360.00
132 9	EnergyWeb	700411143	Avaya 9620 Telephone Refurbished	\$220.00
132 9	EnergyWeb	700415557	Avaya 1608 IP Phone Refurbished	\$232.00
132 9	EnergyWeb	700415565	Avaya 1616 IP Phone Refurbished	\$280.00
132 9	EnergyWeb	700415573	Avaya BM32 Button Module Refurbished	\$220.00
132 9	EnergyWeb	700426729	Avaya 9630 Telephone Refurbished	\$320.00
132 9	EnergyWeb	105483820	Avaya Definity 302A Console Refurbished	\$400.00
132 9	EnergyWeb	106606536	Definity 120a2 CSU Refurbished	\$360.00
132 9	EnergyWeb	107730475	Avaya 8110 Telephone Black Refurbished	\$100.00
132 9	EnergyWeb	107730483	Avaya 8110 Telephone White Refurbished	\$100.00
132 9	EnergyWeb	108079845	Avaya 6416D+ Telephone Gray Refurbished	\$120.00
132 9	EnergyWeb	302D	Avaya 302D Attendant Console Refurbished	\$520.00
132 9	EnergyWeb	3198-10	Avaya 6210 Single Line Phone Refurbished	\$120.00
132 9	EnergyWeb	3198-2	Avaya 6220 Single Line Phone Refurbished	\$120.00
132 9	EnergyWeb	3274-10	Avaya 302C Attendant Console Refurbished	\$680.00
132 9	EnergyWeb	700250731	Avaya 4630sw IP Telephone Refurbished	\$280.00
132 9	EnergyWeb	700258494	Avaya 6408D+ Telephone White Refurbished	\$100.00
132 9	EnergyWeb	700258577	Avaya 6408D+ Telephone Gray Refurbished	\$100.00
132 9	EnergyWeb	700259674	Avaya 4620sw Telephone Refurbished	\$280.00
132 9	EnergyWeb	700276017	Avaya 6416D+M Telephone Gray Refurbished	\$132.00
132 9	EnergyWeb	700276132	Avaya 6424D+M Telephone Gray Refurbished	\$156.00
132 9	EnergyWeb	700283381	Avaya 6402D+ Telephone Gray Refurbished	\$76.00
132 9	EnergyWeb	700287758	Avaya 6221 Single Line Phone Refurbished	\$120.00
132 9	EnergyWeb	700344526	Avaya 4625sw IP Telephone Refurbished	\$280.00
132 9	EnergyWeb	700381544	Avaya 4621sw Telephone Refurbished	\$360.00
132 9	EnergyWeb	700381585	Avaya 2420 Telephone Refurbished	\$360.00
132 9	EnergyWeb	700381999	Avaya 2410 Telephone Refurbished	\$280.00
132 9	EnergyWeb	700434897	Avaya 1151D1 Power Supply Refurbished	\$32.00
132 9	EnergyWeb	700274673	Avaya 4610sw Telephone Refurbished	\$236.00
132 9	EnergyWeb	8410B	Definity 8410B Telephone Refurbished	\$52.00
132 9	EnergyWeb	8410D	Definity 8410D Telephone Refurbished	\$68.00
132 9	EnergyWeb	8434DX	Definity 8434DX Telephone Refurbished	\$100.00
132 9	EnergyWeb	cmvi	Definty Call Master VI Refurbished	\$116.00
132 9	EnergyWeb	cmiv	Defintiy Call Master IV Refurbished	\$140.00
132 9	EnergyWeb	cmvi	Definity Call Master V Refurbished	\$180.00
132 9	EnergyWeb	mm710	Avaya MM710 Module Refurbished	\$1,800.00
132 9	EnergyWeb	tn2181	Definity TN2181 Module Refurbished	\$140.00
132 9	EnergyWeb	tn2198	Definity TN2198 Module Refurbished	\$280.00
132 9	EnergyWeb	tn2214	Definity TN2214 Module Refurbished	\$120.00
132 9	EnergyWeb	tn2224	Definity TN2224 Module Refurbished	\$140.00
132 9	EnergyWeb	tn2224b	Definity TN2224B Module Refurbished	\$180.00
132 9	EnergyWeb	tn2224cp	Definity TN2224B Module Refurbished	\$920.00
132 9	EnergyWeb	tn2302ap	Definity TN2302AP Module Refurbished	\$2,800.00
132 9	EnergyWeb	tn2402	Definity TN2402 Module Refurbished	\$360.00

132 9	EnergyWeb	tn2404	Definity TN2404 Module Refurbished	\$520.00
132 9	EnergyWeb	tn2464	Definity TN2464 Module Refurbished	\$280.00
132 9	EnergyWeb	tn2464bp	Definity TN2464BP Module Refurbished	\$520.00
132 9	EnergyWeb	tn2501ap	Definity TN2501AP Module Refurbished	\$1,760.00
132 9	EnergyWeb	tn2602ap	Definity TN2602AP Module Refurbished	\$15,600.00
132 9	EnergyWeb	tn2793	Definity TN2793 Module Refurbished	\$760.00
132 9	EnergyWeb	tn464	Definity TN464F Module Refurbished	\$156.00
132 9	EnergyWeb	tn464gp	Definity TN464GP Module Refurbished	\$520.00
132 9	EnergyWeb	tn464hp	Definity TN464HP Module Refurbished	\$2,560.00
132 9	EnergyWeb	tn747b	Definity TN747B Module Refurbished	\$120.00
132 9	EnergyWeb	tn750c	Definity TN750C Module Refurbished	\$120.00
132 9	EnergyWeb	tn774	Definity TN774 Module Refurbished	\$960.00
132 9	EnergyWeb	tn778	Definity TN778 Module Refurbished	\$200.00
132 9	EnergyWeb	tn793	Definity TN793 Module Refurbished	\$360.00
132 9	EnergyWeb	tn793b	Definity TN793B Module Refurbished	\$460.00
132 9	EnergyWeb	tn793cp	Definity TN793cp Module Refurbished	\$1,320.00
132 9	EnergyWeb	tn799c	Definity TN799C Module Refurbished	\$280.00
132 9	EnergyWeb	tn799dp	Definity TN799DP Module Refurbished	\$960.00
132 9	EnergyWeb	700184773	Avaya IP400 Phone 8v1 Refurbished	\$400.00
132 9	EnergyWeb	700184781	Avaya IP400 Phone 16 Refurbished	\$760.00
132 9	EnergyWeb	700184799	Avaya IP400 Phone 30 Refurbished	\$1,160.00
132 9	EnergyWeb	700184880	Avaya IP400 Digital Station 30 Refurbished	\$1,000.00
132 9	EnergyWeb	700185119	Avaya IP400 VCM 5 Refurbished	\$692.00
132 9	EnergyWeb	700185135	Avaya IP400 VCM 20 Refurbished	\$2,200.00
132 9	EnergyWeb	700185200	Avaya IP400 T1/PRI Card Refurbished	\$1,200.00
132 9	EnergyWeb	700185218	Avaya IP400 Dual T1/PRI Card Refurbished	\$1,760.00
132 9	EnergyWeb	700210776	Avaya IP400 406v1 Refurbished	\$760.00
132 9	EnergyWeb	700210800	Avaya IP400 Rack Mount Refurbished	\$60.00
132 9	EnergyWeb	700211360	Avaya IP400 Trunk 16 Refurbished	\$1,760.00
132 9	EnergyWeb	700343460	Avaya Embedded Voicemail Refurbished	\$600.00
132 9	EnergyWeb	700350408	Avaya IP400 412 Refurbished	\$1,960.00
132 9	EnergyWeb	700359839	Avaya IP400 Digital Station 16v2 Refurbished	\$1,240.00
132 9	EnergyWeb	700359847	Avaya IP400 Digital Station 30v2 Refurbished	\$1,480.00
132 9	EnergyWeb	700359854	Avaya IP400 VCM 4 Refurbished	\$660.00
132 9	EnergyWeb	700359896	Avaya IP400 VCM 8 Refurbished	\$960.00
132 9	EnergyWeb	700359896	Avaya IP400 Phone 8v2 Refurbished	\$600.00
132 9	EnergyWeb	700359939	Avaya IP400 4 Line Card Refurbished	\$360.00
132 9	EnergyWeb	700359946	Avaya IP400 406v2 Refurbished	\$1,400.00
132 9	EnergyWeb	700381627	Avaya 5420 Telephone Refurbished	\$260.00
132 9	EnergyWeb	700381817	Avaya EU24 DSS Refurbished	\$180.00
132 9	EnergyWeb	700381965	Avaya 5610sw Telephone Refurbished	\$280.00
132 9	EnergyWeb	700381981	Avaya 5402 Telephone Refurbished	\$116.00
132 9	EnergyWeb	700382005	Avaya 5410 Telephone Refurbished	\$208.00
132 9	EnergyWeb	700385982	Avaya 5621sw Telephone Refurbished	\$316.00
132 9	EnergyWeb	700417207	Avaya IP500 Control Unit Refurbished	\$600.00
132 9	EnergyWeb	700417215	Avaya IP500 Legacy Card Carrier Refurbished	\$236.00
132 9	EnergyWeb	700417231	Avaya IP500 Phone 8 Refurbished	\$760.00
132 9	EnergyWeb	700417330	Avaya IP500 Digital Station 8 Refurbished	\$520.00
132 9	EnergyWeb	700417389	Avaya IP500 VCM32 Refurbished	\$716.00
132 9	EnergyWeb	700417397	Avaya IP500 VCM64 Refurbished	\$920.00

132 9	EnergyWeb	700417405	Avaya IP500 4 Line Card Refurbished	\$316.00
132 9	EnergyWeb	700417439	Avaya IP500 T1/PRI Card Refurbished	\$520.00
132 9	EnergyWeb	700417462	Avaya IP500 Dual T1/PRI Card Refurbished	\$1,160.00
132 9	EnergyWeb	700417470	Avaya IP500 Feature Key Refurbished	\$15.20
132 9	EnergyWeb	700426216	Avaya IP500 Digital Station 30v2 Refurbished	\$3,880.00
132 9	EnergyWeb	700426224	Avaya IP500 Phone 30 Refurbished	\$3,940.00
132 9	EnergyWeb	700429202	Avaya IP500 Rack Mount Refurbished	\$52.00
132 9	EnergyWeb	700430150	Avaya IP500 Wall Mount Refurbished	\$116.00
132 9	EnergyWeb	700431778	Avaya IP500 Phone 2 Refurbished	\$180.00
132 9	EnergyWeb	700449473	Avaya IP500 Trunk 16 Refurbished	\$1,716.00
132 9	EnergyWeb	700449499	Avaya IP500 Digital Station 16v2 Refurbished	\$1,560.00
132 9	EnergyWeb	700449507	Avaya IP500 Phone 16 Refurbished	\$1,320.00
132 9	EnergyWeb	700472889	Avaya IP500 4 Port Expansion Refurbished	\$700.00
132 9	EnergyWeb	105012645	355AF Adapter Refurbished	\$36.00
132 9	EnergyWeb	105351092	Merlin 008 ATL Module Refurbished	\$104.00
132 9	EnergyWeb	105746474	Merlin MFM Module Refurbished	\$140.00
132 9	EnergyWeb	106050065	Merlin MLX Replacement Handset Black Refurbished	\$28.00
132 9	EnergyWeb	106053408	Merlin MLX Replacement Handset White Refurbished	\$28.00
132 9	EnergyWeb	106553779	Merlin Legend 012 Basic Module Refurbished	\$132.00
132 9	EnergyWeb	106902463	Merlin Legend DSS Black Refurbished	\$112.00
132 9	EnergyWeb	106902489	Merlin Legend DSS White Refurbished	\$112.00
132 9	EnergyWeb	106922271	Merlin Legend MLX 16DP Black Refurbished	\$116.00
132 9	EnergyWeb	106922289	Merlin Legend MLX 16DP White Refurbished	\$116.00
132 9	EnergyWeb	107005720	Merlin Legend Blank Module Refurbished	\$60.00
132 9	EnergyWeb	107091399	Merlin Legend 400 TTR Module Refurbished	\$100.00
132 9	EnergyWeb	107091407	Merlin Legend 400 GS/LS Module Refurbished	\$92.00
132 9	EnergyWeb	107108722	Merlin Legend MLX 10 Telephone Black Refurbished	\$60.00
132 9	EnergyWeb	107108748	Merlin Legend MLX 10 Telephone White Refurbished	\$60.00
132 9	EnergyWeb	107108870	Merlin Legend MLX 10D Telephone Black Refurbished	\$68.00
132 9	EnergyWeb	107108888	Merlin Legend MLX 10D Telephone White Refurbished	\$68.00
132 9	EnergyWeb	107108946	Merlin Legend MLX 10DP Telephone Black Refurbished	\$76.00
132 9	EnergyWeb	107108953	Merlin Legend MLX 10DP Telephone White Refurbished	\$76.00
132 9	EnergyWeb	107108979	Merlin Legend MLX 20L Telephone Black Refurbished	\$108.00
132 9	EnergyWeb	107108987	Merlin Legend MLX 20L Telephone White Refurbished	\$108.00
132 9	EnergyWeb	107115800	Merlin Legend MLX 28D Telephone Black Refurbished	\$92.00
132 9	EnergyWeb	107115818	Merlin Legend MLX 28D Telephone White Refurbished	\$92.00
132 9	EnergyWeb	107137671	Merlin BIS-10 Telephone Refurbished	\$100.00
132 9	EnergyWeb	107779878	Merlin Legend 2mb Card Refurbished	\$68.00
132 9	EnergyWeb	107793275	Merlin Legend 391c1 Power Supply Refurbished	\$132.00
132 9	EnergyWeb	107831919	Merlin Legend 007 MLM - 2 Port Refurbished	\$760.00
132 9	EnergyWeb	107831927	Merlin Legend 007 MLM - 4 Port Refurbished	\$840.00
132 9	EnergyWeb	107831935	Merlin Legend 007 MLM - 6 Port Refurbished	\$920.00
132 9	EnergyWeb	107894719	Merlin Legend MLX 5 Telephone Black Refurbished	\$60.00
132 9	EnergyWeb	107894727	Merlin Legend MLX 5 Telephone White Refurbished	\$60.00
132 9	EnergyWeb	107894735	Merlin Legend MLX 5D Telephone Black Refurbished	\$68.00
132 9	EnergyWeb	107894743	Merlin Legend MLX 5D Telephone White Refurbished	\$68.00
132 9	EnergyWeb	107989584	Merlin Legend 012 with Ring Generator Refurbished	\$124.00
132 9	EnergyWeb	108044769	Merlin Legend 100 DS1/T1 Module Refurbished	\$212.00
132 9	EnergyWeb	108059304	Merlin Legend Backplane Refurbished	\$148.00
132 9	EnergyWeb	108236902	Merlin Legend 408 GS/LS MLX Module Refurbished	\$140.00

132 9	EnergyWeb	108282765	Merlin Legend R6 Processor Refurbished	\$124.00
132 9	EnergyWeb	108299611	Merlin Legend 007 MLM 2 - 6 Upgrade Card Refurbished	\$156.00
132 9	EnergyWeb	108299629	Merlin Legend 007 MLM 2 - 4 Upgrade Card Refurbished	\$132.00
132 9	EnergyWeb	108314261	Merlin Legend 400 E&M Module Refurbished	\$236.00
132 9	EnergyWeb	108318478	Merlin Legend 800 DID Module Refurbished	\$156.00
132 9	EnergyWeb	108333659	Merlin Legend 016 MLX Module Refurbished	\$396.00
132 9	EnergyWeb	108333691	Merlin Legend 016 with Ring Generator Refurbished	\$156.00
132 9	EnergyWeb	108333717	Merlin Legend 008 MLX Module Refurbished	\$132.00
132 9	EnergyWeb	108333733	Merlin Legend 408 GS/LS MLX-ID Module Refurbished	\$220.00
132 9	EnergyWeb	108359571	Merlin Legend 800 GS/LS-ID Module Refurbished	\$220.00
132 9	EnergyWeb	108359571	Merlin Legend 016 ETR Module Refurbished	\$432.00
132 9	EnergyWeb	108424136	Merlin Legend R7 Processor Refurbished	\$180.00
132 9	EnergyWeb	108574427	Merlin Legend Expansion Backplane Refurbished	\$236.00
132 9	EnergyWeb	406143925	Merlin Music Coupler Refurbished	\$140.00
132 9	EnergyWeb	406981241	Merlin Legend 800 GS/LS Module Refurbished	\$116.00
132 9	EnergyWeb	407241934	Merlin Mail 4 Port Refurbished	\$556.00
132 9	EnergyWeb	407590785	355A Adapter Refurbished	\$108.00
132 9	EnergyWeb	408059376	WinSPM 9.0 Software Refurbished	\$132.00
132 9	EnergyWeb	408466563	Avaya LUUDS Door Phone Refurbished	\$700.00
132 9	EnergyWeb	108198987	Merlin Magix 4400D Telephone White Refurbished	\$52.00
132 9	EnergyWeb	108198995	Merlin Magix 4400D Telephone Black Refurbished	\$52.00
132 9	EnergyWeb	108199019	Merlin Magix 4406D+ Telephone White Refurbished	\$68.00
132 9	EnergyWeb	108199027	Merlin Magix 4406D+ Telephone Black Refurbished	\$68.00
132 9	EnergyWeb	108199043	Merlin Magix 4412D+ Telephone White Refurbished	\$84.00
132 9	EnergyWeb	108199050	Merlin Magix 4412D+ Telephone Black Refurbished	\$84.00
132 9	EnergyWeb	108199076	Merlin Magix 4424D+ Telephone White Refurbished	\$100.00
132 9	EnergyWeb	108199084	Merlin Magix 4424D+ Telephone Black Refurbished	\$100.00
132 9	EnergyWeb	108199407	Merlin Magix DSS 4450 White Refurbished	\$116.00
132 9	EnergyWeb	108199696	Merlin Magix DSS 4450 Black Refurbished	\$116.00
132 9	EnergyWeb	108318486	Merlin Magix 800 DID Module Refurbished	\$220.00
132 9	EnergyWeb	108333642	Merlin Magix Messaging 1.1 Module Refurbished	\$540.00
132 9	EnergyWeb	108333667	Merlin Magix 016 MLX Module Refurbished	\$520.00
132 9	EnergyWeb	108333725	Merlin Magix 008 MLX Module Refurbished	\$360.00
132 9	EnergyWeb	108357617	Merlin Magix 800 GS/LS-ID Module Refurbished	\$380.00
132 9	EnergyWeb	108428580	Merlin Magix 4424LD+ Telephone Black Refurbished	\$220.00
132 9	EnergyWeb	108429598	Merlin Magix 4424LD+ Telephone White Refurbished	\$220.00
132 9	EnergyWeb	108458530	Merlin Magix 100 DS1/T1 Module Refurbished	\$236.00
132 9	EnergyWeb	108491358	Merlin Magix Messaging 2 Port Card Refurbished	\$360.00
132 9	EnergyWeb	108491366	Merlin Magix Messaging 4 Port Card Refurbished	\$520.00
132 9	EnergyWeb	108491374	Merlin Magix Messaging 6 Port Card Refurbished	\$680.00
132 9	EnergyWeb	108491382	Merlin Magix Messaging 8 Port Card Refurbished	\$840.00
132 9	EnergyWeb	10849980	Merlin Magix 4424LD+ Power Supply Refurbished	\$36.00
132 9	EnergyWeb	108513656	Merlin Magix 100 DCD Module Refurbished	\$796.00
132 9	EnergyWeb	108514159	Merlin Magix 016 T/R Module Refurbished	\$448.00
132 9	EnergyWeb	108514332	Merlin Magix Messaging 2.5 Module Refurbished	\$1,000.00
132 9	EnergyWeb	108514423	Merlin Magix 412 TDL Module Refurbished	\$520.00
132 9	EnergyWeb	108514498	Merlin Magix 016 ETR Module Refurbished	\$600.00
132 9	EnergyWeb	108514522	Merlin Magix 024 TDL Module Refurbished	\$760.00
132 9	EnergyWeb	108541194	Merlin Magix Desk Stand / Wall Mount Small Refurbished	\$36.00
132 9	EnergyWeb	108541269	Merlin Magix Desk Stand / Wall Mount Large Refurbished	\$36.00

132 9	EnergyWeb	108541343	Merlin Magix Clamshell Refurbished	\$44.00
132 9	EnergyWeb	108588542	Merlin Magix Carrier with Power Supply Refurbished	\$140.00
132 9	EnergyWeb	108588567	Merlin Magix Expansion Carrier with Power Supply Refurbished	\$220.00
132 9	EnergyWeb	108679531	Merlin Magix Messaging 10 Port Card Refurbished	\$1,000.00
132 9	EnergyWeb	108679549	Merlin Magix Messaging 12 Port Card Refurbished	\$1,160.00
132 9	EnergyWeb	108829383	Merlin Magix 408 MLX-ID Module Refurbished	\$160.00
132 9	EnergyWeb	700230667	Merlin Magix 008 OPT Module Refurbished	\$280.00
132 9	EnergyWeb	700253479	Merlin Magix R3 Processor Refurbished	\$140.00
132 9	EnergyWeb	700262066	Merlin Magix Messaging 3.0 Module Refurbished	\$1,160.00
132 9	EnergyWeb	700305105	Avaya 3810 Cordless Telephone Refurbished	\$396.00
132 9	EnergyWeb	106446065	Partner MLS-12 Telephone Black Refurbished	\$68.00
132 9	EnergyWeb	106446073	Partner MLS-12 Telephone White Refurbished	\$68.00
132 9	EnergyWeb	106927551	Partner MLS-34D Telephone Black Refurbished	\$96.00
132 9	EnergyWeb	106927569	Partner MLS-34D Telephone White Refurbished	\$96.00
132 9	EnergyWeb	107092132	Partner MLS-12D Telephone White Refurbished	\$108.00
132 9	EnergyWeb	107092157	Partner MLS-12D Telephone Black Refurbished	\$108.00
132 9	EnergyWeb	107092165	Partner MLS-6 Telephone Black Refurbished	\$60.00
132 9	EnergyWeb	107092181	Partner MLS-6 Telephone White Refurbished	\$60.00
132 9	EnergyWeb	107092207	Partner MLS-18D Telephone White Refurbished	\$124.00
132 9	EnergyWeb	107305054	Partner 34D Series 1 Telephone Black Refurbished	\$116.00
132 9	EnergyWeb	107305062	Partner 34D Series 1 Telephone White Refurbished	\$116.00
132 9	EnergyWeb	107320749	Partner 34D Series 1 Telephone Gray Refurbished	\$116.00
132 9	EnergyWeb	107881435	Partner Contact Closure Refurbished	\$76.00
132 9	EnergyWeb	107884561	Partner Euro 18 Telephone White Refurbished	\$76.00
132 9	EnergyWeb	107932071	Partner Back Up Card Refurbished	\$100.00
132 9	EnergyWeb	108166059	Lucent 905 Cordless Telephone Refurbished	\$1,160.00
132 9	EnergyWeb	108236712	Partner MLS-18D Telephone Black Refurbished	\$108.00
132 9	EnergyWeb	108358722	Partner ACS ASA/DXD Card Refurbished	\$236.00
132 9	EnergyWeb	108506080	Partner Small R2 Voicemail Card Refurbished	\$156.00
132 9	EnergyWeb	108586553	Transtalk 9040 Extended Life Battery Refurbished	\$132.00
132 9	EnergyWeb	108694316	Partner Messaging R1 Voicemail Module Refurbished	\$476.00
132 9	EnergyWeb	108773896	Partner 012E Expansion Module Refurbished	\$396.00
132 9	EnergyWeb	108883018	Partner Euro 6 Telephone Black Refurbished	\$68.00
132 9	EnergyWeb	108883034	Partner Euro 6 Telephone Gray Refurbished	\$68.00
132 9	EnergyWeb	108883095	Partner Euro 6 Telephone White Refurbished	\$68.00
132 9	EnergyWeb	108883166	Partner Euro 18 Telephone Black Refurbished	\$108.00
132 9	EnergyWeb	108883257	Partner Euro 18D Telephone Black Refurbished	\$124.00
132 9	EnergyWeb	108883265	Partner Euro 18D Telephone White Refurbished	\$124.00
132 9	EnergyWeb	206ECR31	Partner 206EC R3.1 Expansion Module Caller-ID Refurbished	\$180.00
132 9	EnergyWeb	206ECR41	Partner 206EC R4.1 Expansion Module Caller-ID Refurbished	\$180.00
132 9	EnergyWeb	206ER30	Partner 206E R3.0 Expansion Module Refurbished	\$156.00
132 9	EnergyWeb	206ER31	Partner 206E R3.1 Expansion Module Refurbished	\$156.00
132 9	EnergyWeb	206ER41	Partner 206E R4.1 Expansion Module Refurbished	\$156.00
132 9	EnergyWeb	206R20	Partner 206 R2.0 Stand Alone Unit Refurbished	\$180.00
132 9	EnergyWeb	206R41	Partner 206 R4.1 Stand Alone Unit Refurbished	\$180.00
132 9	EnergyWeb	3910BAT	Partner 3910 Replacement Battery Refurbished	\$60.00
132 9	EnergyWeb	400ER	Partner 400E Expansion Module Refurbished	\$276.00
132 9	EnergyWeb	408466555	Avaya Partner Door Phone Refurbished	\$236.00
132 9	EnergyWeb	700202058	Partner Messaging R6 Messaging Module Refurbished	\$628.00
132 9	EnergyWeb	700226517	Partner Small R3 Voicemail Card Refurbished	\$220.00

132 9	EnergyWeb	700226525	Partner Large R3 Voicemail Card Refurbished	\$396.00
132 9	EnergyWeb	700262454	Partner Messaging 2 Port Card Refurbished	\$520.00
132 9	EnergyWeb	700262462	Partner Messaging 4 Port Card Refurbished	\$680.00
132 9	EnergyWeb	700262470	Partner Messaging 6 Port Card Refurbished	\$840.00
132 9	EnergyWeb	700305113	Avaya Partner 3910 Cordless Telephone Refurbished	\$476.00
132 9	EnergyWeb	700316474	Partner ACS R7 5X9 Processor Refurbished	\$716.00
132 9	EnergyWeb	700323207	Partner Messaging R7 Module Refurbished	\$527.20
132 9	EnergyWeb	700340243	Partner 34D Series 2 Telephone White Refurbished	\$276.00
132 9	EnergyWeb	700353618	Partner CA-48 DSS Console Refurbished	\$144.00
132 9	EnergyWeb	700374275	Partner ACS R6 3X8 Processor Refurbished	\$556.00
132 9	EnergyWeb	700419971	Partner 6D Series 2 Telephone Black Refurbished	\$156.00
132 9	EnergyWeb	700419989	Partner 6D Series 2 Telephone White Refurbished	\$156.00
132 9	EnergyWeb	700420011	Partner 18D Series 2 Telephone Black Refurbished	\$196.00
132 9	EnergyWeb	700420029	Partner 18D Series 2 Telephone White Refurbished	\$196.00
132 9	EnergyWeb	700420052	Partner 34D Series 2 Telephone Black Refurbished	\$276.00
132 9	EnergyWeb	700429244	Partner Remote Access Card with Back Up Refurbished	\$100.00
132 9	EnergyWeb	700429269	Partner 400EC Expansion Module with Caller ID Refurbished	\$272.00
132 9	EnergyWeb	700429343	Partner 5 Slot Carrier with Cover Refurbished	\$132.00
132 9	EnergyWeb	700429426	Partner 308EC Expansion Module with Caller ID Refurbished	\$276.00
132 9	EnergyWeb	700447865	Partner 2 Slot Carrier Refurbished	\$47.20
132 9	EnergyWeb	700469687	Partner ACS R8 5X9 Processor Refurbished	\$636.00
132 9	EnergyWeb	700471121	Partner 3920 Cordless Telephone Refurbished	\$396.00
132 9	EnergyWeb	700471337	Partner 3920 Cordless Telephone with Repeater Refurbished	\$556.00
132 9	EnergyWeb	700471345	Partner 3920 Repeater Only Refurbished	\$316.00
132 9	EnergyWeb	9040H	Transtalk 9040 Handset Refurbished	\$559.20
132 9	EnergyWeb	9040HC	Transtalk 9040 Handset with Charger and Base Refurbished	\$719.20
132 9	EnergyWeb	9040BAT	Transtalk 9040 Standard Life Battery Refurbished	\$127.20
132 9	EnergyWeb	EUROHNDSTBLK	Partner Euro Series 1 Handset Black Refurbished	\$28.00
132 9	EnergyWeb	EUROHNDSTWHT	Partner Euro Series 1 Handset White Refurbished	\$28.00
132 9	EnergyWeb	MLSHNDSTBLK	Partner MLS Handset Black Refurbished	\$28.00
132 9	EnergyWeb	MLSHNDSTWHT	Partner MLS Handset White Refurbished	\$28.00
132 9	EnergyWeb	PRTNR18GRY	Partner 18 Euro Series 1 Telephone Gray Refurbished	\$120.00
132 9	EnergyWeb	700374275	Avaya Partner Small Office Edition (SOE) Bundle, 1-18D, 3-6D, Small Voicemail Refurbished	\$959.20
132 9	EnergyWeb	9040RAD	Transtalk 9040 Radio Module For Partner ACS Refurbished	\$639.20
132 9	EnergyWeb	VSMAILR44PRT	Partner VS Mail R4 4 Port Card Refurbished	\$120.00
132 9	EnergyWeb	VSMAILR1	Partner VS Mail R1 Voicemail Refurbished	\$400.00
132 9	EnergyWeb	VSMAILR3	Partner VS Mail R3 Voicemail Refurbished	\$560.00
132 9	EnergyWeb	VSMAILR4	Partner VS Mail R4.0/4.1 Voicemail Refurbished	\$640.00
132 9	EnergyWeb	VSMAILR5	Partner VS Mail R5 Voicemail Refurbished	\$720.00
132 9	EnergyWeb	VSMAILR54PRT	Partner VS Mail R5 4 Port Card Refurbished	\$220.00
132 9	EnergyWeb	510S	Plantronics Voyager 510SL Headset Refurbished	\$340.00
132 9	EnergyWeb	590A	Plantronics 590A Refurbished	\$172.00
132 9	EnergyWeb	AWH-75N	Plantronics AWH-75N Headset Refurbished	\$280.00
132 9	EnergyWeb	AWH55	Plantronics AWH55 Headset Refurbished	\$280.00
132 9	EnergyWeb	CS-50	Plantronics CS-50 Headset Refurbished	\$212.00
132 9	EnergyWeb	CS-70	Plantronics CS-70 Headset Refurbished	\$340.00
132 9	EnergyWeb	CS361N	Plantronics CS361N Headset Refurbished	\$236.00
132 9	EnergyWeb	CS55HL10	Plantronics CS55 with HL10 Headset Refurbished	\$280.00
132 9	EnergyWeb	CT14	Plantronics CT-14 Headset Refurbished	\$156.00
132 9	EnergyWeb	H151N	Plantronics H151N Headset Refurbished	\$140.00

132 9	EnergyWeb	H161N	Plantronics H161N Headset Refurbished	\$156.00
132 9	EnergyWeb	H171	Plantronics H171 Headset Refurbished	\$140.00
132 9	EnergyWeb	H171N	Plantronics H171N Headset Refurbished	\$148.00
132 9	EnergyWeb	H251	Plantronics H251 Headset Refurbished	\$100.00
132 9	EnergyWeb	H261N	Plantronics H261N Headset Refurbished	\$116.00
132 9	EnergyWeb	H351N	Plantronics H351N Headset Refurbished	\$100.00
132 9	EnergyWeb	H41N	Plantronics H41N Headset Refurbished	\$124.00
132 9	EnergyWeb	H81	Plantronics H81 Headset Refurbished	\$140.00
132 9	EnergyWeb	H81N	Plantronics H81N Headset Refurbished	\$156.00
132 9	EnergyWeb	HIC	Plantronics HIC Cord Refurbished	\$39.20
132 9	EnergyWeb	HL10	Plantronics HL-10 Headset Lifter Refurbished	\$132.00
132 9	EnergyWeb	M214C	Plantronics M214C Headset for 3810/3910 Refurbished	\$52.00
132 9	EnergyWeb	M22	Plantronics M22 Headset Adapter Refurbished	\$140.00
132 9	EnergyWeb	2200-00106-001	Polycom Soundstation 100 Non-Expandable Conference Phone Refurbished	\$180.00
132 9	EnergyWeb	2200-00696-001	Polycom Soundstation 300 Expandable Includes 2 Mics Refurbished	\$292.00
132 9	EnergyWeb	2200-00698-001	Polycom Soundstation Mics Set (Requires Soundstation 200) Refurbished	\$140.00
132 9	EnergyWeb	2200-01423-001	Polycom Soundstation 200 Expandable Refurbished	\$212.00
132 9	EnergyWeb	2200-05100-001	Polycom Soundstation Power Supply Refurbished	\$100.00
132 9	EnergyWeb	2200-06315-001	Polycom Soundpoint Pro SE-220 Refurbished	\$140.00
132 9	EnergyWeb	2200-06325-001	Polycom Soundpoint Pro SE-225 Refurbished	\$156.00
132 9	EnergyWeb	2200-06846-001	Polycom Voicestation 100 Refurbished	\$156.00
132 9	EnergyWeb	2200-07142-001	Polycom VTX-1000 Conference Phone + Mics + Subwoofer Refurbished	\$920.00
132 9	EnergyWeb	2200-07155-001	Set of 2 - Polycom VTX-1000 Extended Microphones Refurbished	\$156.00
132 9	EnergyWeb	2200-07242-001	Subwoofer for Polycom VTX-1000 Refurbished	\$140.00
132 9	EnergyWeb	2200-07300-001	Polycom VTX-1000 Conference Phone Only Refurbished	\$600.00
132 9	EnergyWeb	2200-07800-001	Polycom SoundStation2W EX **WIRELESS** (Expandable) Refurbished	\$680.00
132 9	EnergyWeb	2200-07840-001	Soundstation 2W External Microphones Refurbished	\$360.00
132 9	EnergyWeb	2200-07880-001	Polycom Soundstation2W **WIRELESS** (Non-Expandable) Refurbished	\$420.00
132 9	EnergyWeb	2200-07910-001	Polycom Voicestation 300 Refurbished	\$236.00
132 9	EnergyWeb	2200-15100-001	Polycom Soundstation2 (Non-Display, Non-Expandable) Refurbished	\$260.00
132 9	EnergyWeb	2200-15660-001	Polycom SoundStation IP 6000 w/AC Adapter (2200-15660-001) Refurbished	\$760.00
132 9	EnergyWeb	2200-16000-001	Polycom Soundstation2 (With Display, Non-Expandable) Refurbished	\$360.00
132 9	EnergyWeb	2200-16155-001	Polycom Soundstation2 Mics Set (Requires 2200-16200-001/Polycom SS2-EX) Refurbished	\$148.00
132 9	EnergyWeb	2200-16200-001	Polycom Soundstation2 (With Display, Expandable, No Mics) Refurbished	\$360.00
132 9	EnergyWeb	2200-17900-001	Polycom Voicestation 500 Refurbished	\$476.00
132 9	EnergyWeb	2305-16375-001	Polycom Soundstation2 Avaya 2490 For Definity PBX- Refurbished	\$956.00
132 9	EnergyWeb	T7316E	Nortel T7316E Telephone Black Refurbished	\$132.00
132 9	EnergyWeb	NTMN31	Nortel Meredian M3901 Charcoal Refurbished	\$124.00
132 9	EnergyWeb	NTMN32	Nortel Meredian M3902 Charcoal Refurbished	\$140.00
132 9	EnergyWeb	NTMN33	Nortel Meredian M3903 Charcoal Refurbished	\$156.00
132 9	EnergyWeb	NTMN34	Nortel Meredian M3904 Charcoal Refurbished	\$180.00
132 9	EnergyWeb	NTMN35	Nortel Meredian M3905 Charcoal Refurbished	\$236.00

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Energy Web, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Isaac Elyassoff, President

PH. 516-873-6155

Fax 516-873-6156

E-mail Isaac@energywebinc.com

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.