

Total Business Communications, Inc

(Contractor Teaming Arrangement with GrayBar added pages 6-8 on 3/15/2013)

August 25, 2008

Ms. Monique F. Cameron
Contract Specialist
IT Schedule Contracts
Office of Acquisition Operation
Federal Acquisition Service
Crystal Plaza 4
2200 Crystal Drive Room 606
Arlington, VA 20406

Dear Ms.Cameron:

Total Business Communications, Inc. is please to provide this final proposal revision offer with respect to the General Services Administration's solicitation number FCIS-JB-980001B Refresh 21. **Total Business Communications, Inc.** has fully read all the provisions of the solicitation. **Total Business Communications, Inc.** takes no exceptions and agrees to abide by the terms/conditions of the solicitation number FCIS-JB-980001B Refresh 21

Negotiations were conducted on August 22, 2008 and Concluded on August 22, 2008 via telephone conference between Monique F. Cameron, Contracting Specialist, GSA and Rudy V. Garcia, Authorized Negotiator.

The discounts and concessions offered to the General Services Administration {GSA} are outlined below:

The discounts and concessions offered to the General Services Administration (GSA) are outlined in our attached pricing spreadsheet entitled: "TBCI Proposed GSA Rates".

Total Business Communications, Inc. agrees that the Basis of Negotiation/Award for special item number 132-8 &132-12 Commercial Customer End users Accounts.

Total Business Communications, Inc. has a Commercial Pricelist for Technology Equipment, Commercial Information Technology Equipment Maintenance, Repair Service and Repair Parts/Spare Parts/Warranty and Commercial Information Technology Equipment and Software.

Total Business Communications, Inc

Total Business Communications, Inc. certifies that no discount has been granted nor contract has been established with any class of customers for the Commercial Information Technology Equipment, Commercial Information Technology Equipment Maintenance, Repair Service and Repair Parts/Spare Parts/Warranty and Commercial Information Technology Equipment and Software rates proposed under this offer for SINs 132-8 & 132-12. The GSA discount is better than any discount offered to any class of customer.

State and Local Government (STLOC) – Is acceptable for all offered SINs

Prompt Payment Discount: 1% Net 30 Days

Credit Card Discount: Credit Card accepted for all orders \$2,500 and under.

FOB Point: Destination

Delivery Time: As negotiated between ordering agency and the contractor.

Maximum Order: \$500,000

Minimum Order: \$100.00

Scope of Contract: Clause C.4 – Contractor will provide domestic delivery.

Delivery Prices: Clause C.12 does not include Alaska, Hawaii, and Puerto Rico.

Total Business Communications, Inc. accepts Clause C.41 Contract Sales Criteria (I-FAS-639) (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed at least \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.

(b) The government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Orders exceeding the maximum order mentioned above can be accepted by in accordance with Section C.11 of the Contract.

Total Business Communications, Inc. ensures that the services offered meet all the requirements as stated in the solicitation.

Total Business Communications, Inc. agrees that the Service Contract Act does not apply because the proposed skilled categories fall under professional, executive and/or administrative exemptions. It is noted “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”.

C.27 Economic Price Adjustment-FAS Multiple Award Schedule Contracts

Total Business Communications, Inc

B. The following Economic Price Adjustment is for products and/or services that were awarded NOT based on a Commercial Catalog Price. (I-FAS-969) (JAN 2002)

Total Business Communications, Inc. shall submit Economic Price Adjustments in accordance with clause C.27 entitled Economic Price Adjustment-FSS Multiple Award Schedule Contracts.

It is agreed that **Total Business Communications, Inc.** may request a price increase to be effective on or after the first (12) months of the schedule contract period and shall not request a price increase for any product in excess of **10%** total within any twelve-month period for the duration of the contract period.

Total Business Communications, Inc. acknowledges and understands the Price Reduction clause and how it is activated for special item numbers 132-8 & 132-12.

Total Business Communications, Inc. agrees and understands that any travel required by an ordering agency, in the performance of Commercial Information Technology Equipment, Commercial Information Technology Equipment Maintenance, Repair Service and Repair Parts/Spare Parts/Warranty and Commercial Information Technology Equipment and Software 132-8, 132-12, AND 132-8 STLOC, 132-12 STLOC, under this contract, will be reimbursed by the ordering agency. Contractor travel will be in accordance with the Federal Travel Regulations or Joint Travel Regulations, as applicable. Established Federal Government per diem rates will apply to contractor travel. In addition, the contractor shall not add the .9925% Industrial funding Fee onto any travel cost.

Total Business Communications, Inc. **acknowledges that it understands and accepts the clause entitled “Contractors Report of Sales and Industrial Funding Fee”.**

The person responsible for the GSA Form 72A and/or Industrial Funding Fee and Contract Administration is:

Name: **Michael D. Peterman**

Title: **President**

Address: **TBCI, 16797 E. 2nd Avenue, Suite C-101, Aurora, Colorado 80011**

Phone#: **720.858.1011** Fax#: **303.344.0075** Email: mdpeterman@tbcicolorado.com

The person responsible for Marketing is:

Name: **Michael D. Peterman**

Title: **President**

Address: **TBCI, 16797 E. 2nd Avenue, Suite C-101, Aurora, Colorado 80011**

Phone#: **720.858.1011** Fax#: **303.344.0075** Email: mdpeterman@tbcicolorado.com

Total Business Communications, Inc. also ensures that the products and/or services offered meet all the requirements as stated in the solicitation.

Total Business Communications, Inc

Total Business Communications, Inc. acknowledges that all data submitted in response to Solicitation Number FCIS-JB-980001B Refresh 21 is current, accurate and complete.

This is **Total Business Communications, Inc's**. final proposal revision.

Sincerely,

Michael D. Peterman
President

Encl(s): CSP
Pricing Spreadsheet

Total Business Communications, Inc

GraybaR.

THIS AGREEMENT made and entered into this December day of 4, 2012, by and between Graybar Electric Company, Inc., a New York corporation with its principal place of business at 34 North Meramec Avenue, St. Louis, MO 63105 ("Graybar"), and Total Business Communications, Inc., a C corporation, with its principal place of business at 1416 Eclipse St., Watkins, CO 80137.

WHEREAS, Graybar holds GSA Schedule #GS-35F-0374M (Information Technology/ Communications) and GSA Schedule GS-21F-0003U (Hardware SuperStore) through which certain commercial-off-the-shelf products for computer networking and telephony or electrical applications may be ordered by Federal Government Agencies.

WHEREAS, Total Business Communications, Inc. holds GSA Schedule #GS35F057U through which Total Business Communications, Inc. may be ordered by Federal Government Agencies, thus complementing Graybar's GSA Schedule #GS-35F-0374M or GSA Schedule GS-21F-0003U for the purchase of product.

WHEREAS, Total Business Communications and Graybar desire to define their mutual rights and obligations during the preparation and submittal of any proposal and under any subsequent contract resulting therefrom, consistent with the terms and conditions of each party's GSA Schedule Contract.

NOW THEREFORE, to effect the foregoing, Total Business Communications, Inc. and Graybar, in consideration of the mutual covenants hereinafter contained, agree as follows:

1. Subject to the terms of this Agreement and to the terms of each addendum hereto executed between the parties for a specific project and/or customer (each a "Supplement"), Graybar and Total Business Communication, Inc. hereby establish a teaming arrangement ("Teaming Arrangement") to service any business opportunities as the parties may desire.
 - a. The determination of which party shall act as the prime contractor to the Government for any resultant contract ("Lead Member"), and which party shall act as subcontractor ("Team Member") under any resultant contract shall be made in each Supplement.
 - b. Either party may submit business opportunities to the other party for evaluation. Each party shall have the right, in its sole discretion, to accept or reject any such opportunity. Neither party is required to present or pursue any business opportunity.
 - c. In the event that the parties agree to pursue a business opportunity, the parties will enter into a Supplement which shall detail the rights and obligations of each party with respect to such opportunity.
2. The Lead Member shall request from the Team Member input on Statement of Work tasks, related product details, and appropriate cost information, all to be used in preparation of any proposal submitted to a government customer. Details and formats for these inputs will be detailed in each Supplement.

Total Business Communications, Inc


Graybar.

7. This Agreement, which is effective upon the date of its execution by the last of the signatory parties hereto, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:
 - a. Mutual agreement of the parties to terminate the Agreement.
 - b. The expiration of a one (1) year period commencing on the effective date of this Agreement unless such period is extended by mutual agreement of the parties.
 - c. Either party shall have the right to cancel this agreement with or without cause by giving thirty (30) days prior written notice to the other party.
8. Any Supplement shall be deemed terminated upon occurrence of any of the following events or conditions:
 - a. Official Government announcement or notice of the cancellation of any resultant contract.
 - b. The receipt by the Lead Member of written notice from the Government that it will not award any contract to the Lead Member.
 - c. The receipt by the Lead Member of written notice from the Government that the Team Member will not be approved as a participant on any resultant contract or that substantial areas of the Team Member's proposed responsibility have been eliminated from the requirements.
9. This Agreement pertains only to any Supplement which references it and to no other joint or separate effort undertaken by Total Business Communications, Inc. or Graybar. The parties hereto shall be deemed to be independent contractors and the employees of one party shall not be deemed to be employees of the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, agency relationship or formal business organization of any kind.
10. This Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party.
11. This Agreement shall not preclude either party from bidding or contracting independently from the other on any Government or industry program which may develop or arise in the general area of business related to this Agreement or in any other area.
12. This Agreement contains the entire agreement of the parties and cancels and supersedes any previous understanding or agreement related to the contract, whether written or oral. All changes or modifications to this Agreement must be in a writing executed by both parties.

Total Business Communications, Inc



13. Each party to this Agreement will bear its respective costs, risks, and liabilities incurred as a result of its obligations and efforts under this Agreement. Each party shall be responsible for performance of its responsibilities detailed in each Supplement and shall indemnify and hold harmless the other party from any and all loss, liability or damage which may result from any breach by such party of any provision of any Supplement. Notwithstanding any provisions contained in this Agreement to the contrary, in no event will Graybar be liable for special, incidental or consequential damages.
14. Each party shall be responsible for payment of the Industrial Funding Fee relating to its portion of business awarded under any contract.
15. Each party shall be responsible for maintaining any comprehensive general liability, automobile liability, workers compensation, property or other insurance coverage necessary to fulfill its obligations under each Supplement.
16. Either party hereto is authorized to disclose the terms and conditions of this Agreement to appropriate Government officials upon their request.
17. In the event a contract is not awarded to the Lead Member as a result of a proposal each party will, at the request of the other party, return all materials such as, but not limited to, those that are written, printed, drawn, or reproduced, to the originating party.
18. The parties agree that the standard Terms and Conditions of each party's GSA Schedule Contract shall be applicable to orders placed under this Agreement.

IN WITNESS THEREOF, Total Business Communications, Inc. and Graybar have caused this Agreement to be signed by their authorized representatives.

Total Business Communications, Inc.

By: Michael D. Peterman

Name: Michael Peterman

Title: Vice President

Date: 12-07-12

Graybar Electric Company, Inc.

By: Craig Mead

Name: Craig Mead

Title: District Vice President Sales

Date: 12/6/2012