


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NO N/A	PAGE 1 OF 1 4
2 CONTRACT NO GS35F0022X		3 AWARD/EFFECTIVE DATE Oct 12, 2010	4 ORDER NO N/A	5. Solicitation NO. FCIS-JB-980001-B	
7. FOR Solicitation INFORMATION CALL 		a. NAME Evangeline Oneal		b. TELEPHONE NO (No collect calls) 703-605-2713	
9. ISSUED BY General Services Administration Federal Acquisition Service Address Offers to: IT ACQUISITION CENTER 2200 CRYSTAL DR. CP4 FCI ARLINGTON VA 22202			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) Native Alaskan/Tribal NAIC: SIZE STD:	11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS 00.000%-00 00.000%-00 NET-30
15. DELIVER TO CODE To be shown on each order issued under any contract resulting from this solicitation.			16. ADMINISTERED BY See Block 9		
17a. CONTRACTOR/ ST MESSAGING SERVICES, LLC 1720 LAKEPOINTE DR STE 100 LEWISVILLE, TX 750576425			18a. PAYMENT WILL BE MADE BY See Block 15		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Group 70 MAS Program Contract for SINs 132 3, 8, 12, & 132 53 - All discounts, terms and conditions are hereby attached .				
25. ACCOUNTING AND APPROPRIATION DATA See Block 15				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$125,000	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT: REFERENCE _____ Quote _____ OFFER DATED <u>04/02/2003</u> <u>5/17/00</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. <input checked="" type="checkbox"/>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Evangeline Oneal</i>		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER Evangeline Oneal		31c. DATE SIGNED 10-12-2010
32a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED, AND CONFORMS TO THE <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
			38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		42d. TOTAL CONTAINERS
			42c. DATE REC'D (YY/MM/DD)		

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SF 1449 – Acknowledgement of Refresh #26
GS-35F-0022X
St. Messaging Services, LLC. (SMS-LLC.)

SINs Awarded: 132 3, 8, 12, & 132 53
Offering – Wireless Services Offerings , 1 & 2-Way Paging Monthly Service and Equipment
Sun Telecom ST800, Titan 3, Motorola Advisor Elite and The Unication M90

- (1) This contract includes the following:
- a. Standard Form 1449, signed: May 17, 2010 (Jeff Chalmers, Sr. VP of Operations)
 - b. Contractor's letters dated: Various – see contract file (vendor was previously rejected and resubmitted proposal on the above date).
 - c. Contractor's Applicable IT Schedule Price List - 2010
 - d. Commercial Price List dated July 1, 2010
 - e. Approved Subcontracting Plan Small Business Concern
- (2) The Period of Performance of this contract is from: October 12, 2010 to October 11, 2010

(See attached product literature, terms and conditions and pricing under each appropriate SIN tab).

Prompt Payment Discount: NET 30 from receipt of invoice or date of acceptance, whichever is later.

FOB Destination: 48 Contiguous States, and the District of Columbia

Government Commercial Credit Card: Accepted

Delivery Period: 1-2 business days

Expedited Delivery for all SIN's to be negotiated between SMC-LLC. & Ordering Customer

Maximum Orders: as stipulated in the contract.

Minimum Order - \$50.00

PRICE REDUCTION MONITORING:

SMC-LCC., hereby certifies that the Government (GSA) basic discount of 15% to 33% for SINs 132-3, 8, 12 & 53 are better than the discounts of **3-5% to the above classes of customers off their commercial pricelist dated July 1, 2010.**

These customers do not receive a flat discount base on quantity or dollar amount; the discount is depends on each contract / negotiation / customer.

The price reduction clause for SINs 132-3, 8, 12, & 53 are predicated upon:

State & Local Governments

Educational & Nonprofit Institutions (exempted as long as Federal Institutions receive identical discounts)

National & Corporate Accounts

Commercial Customers/End-users (i.e., Hospitals and Educational Institutions)

The above customer s are considered their best customers, and SMC-LLC. hereby agrees to abide by the above discount/price/rates relationship, if the price and/or rates are reduced, then so will a corresponding

decrease be submitted to GSA. In accordance with clause C.28, Price Reductions, SMC-LLC., agrees to monitor and report price reductions.

In addition, SMC-LLC., shall submit Price decreases at any time during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause set forth in the contract.

SMC-LLC., hereby certifies that the firm understands the Price Reduction Clause and how it is activated.

SMC-LLC., shall grant the Government (GSA) the same discounts as it offers its Corporate customers.

Economic Price Adjustment (SERVICES - GSAR 552.216-71):

In reference to the Economic Price Adjustment Clause (GSAR 552.216-71) PerfectLogic Corporation agrees that labor rate price escalation will be considered after the first year (12 months) of the GSA Group 70 Information Technology Schedule contract period. Subsequent adjustments may be made every 12 months thereafter throughout the life of the contract based on this escalator value. Any increase shall be measured by a corporate index of the Department of Labor Employment Cost Index for Professional, and Related Services, Table 5.

It is agreed that SMC-LLC., may request a price increase to be effective on or after the first (12) months of the schedule contract period if all of the conditions of the Economic Price Adjustment Clause of this contract have been met, and that GSA will approve the escalation as measured by this index.

The awarded labor categories escalation rate will be negotiated at the time of the purposed increase, based on the Bureau of Labor Statistics Index Table 5, Professional & Related Services

Economic Price Adjustment (PRODUCTS - GSAR 552.216-70):

SMC-LLC., understands that this is a Firm Fixed Price Contract and that Economic Price Adjustments will only be considered only after the first year from contract award.

SMC-LLC., shall submit Economic Price Adjustments in accordance with clause C.27 entitled Economic Price Adjustment-FSS Multiple Award Schedule Contracts.

In accordance with clause C.27, Economic Price Adjustment, SMC-LLC., shall not request a price increase for any product during the first twelve (12) months of the 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.

In accordance with clause C.27, Economic Price Adjustments & C.28, Price Reductions, PerfectLogic Corporation shall submit price reductions at any time during the contract period.

Travel Expenses:

All travel charges are subject to the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the dates(s) the travel is performed. Any required travel by an ordering agency, in the performance of IT Services under this contract will be reimbursed by the ordering agency. Contractor travel will be in accordance with the Federal Travel Regulation or Joint Travel Regulations as applicable. The Industrial Funding Fee does not apply to travel expenses. Accordingly, the contractor shall not add the 0.75% Industrial Funding Fee onto travel cost.

Guarantee:

Personnel provided under this contract by SCM-LLC., shall have the experience, education, and expertise as delineated in the authorized IT Schedule Price list.

GSA Form 72A, Industrial Funding Fee and Electronic Commerce

SMC-LLC., acknowledges that it understands and accepts the clauses entitled Industrial Funding Fee. SMC-LLC., Corporation agrees that the final GSA negotiated price/discount includes the 0.75% IFF.

SMC-LLC. agrees that the prices attached to this Final Product Revision represent the final calculated GSA price. SMC-LLC., agrees that .75% of the total GSA sales will be remitted to GSA on a quarterly basis.

Service Contract Act, as Amended:

All primary categories offered by SMC-LLC., are exempt from the Service Contract Act of 1965, as amended. Any categories that fall under the Service Contract Act of 1965, as amended, must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SMC-LLC., shall include in its pricelist the following note:

“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.”

GSA Form 72A and Industrial Funding Fee Point of Contact:

Chanel Ridgley, Supervisor Government Contracts, 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057, 972-353-1913, fax: 214-222-6442.

CLOSURE:

SMC-LLC., certifies that all data submitted is accurate, current, and complete representations as of October 12, 2010. SMC-LLC., understands that 0.75% of sales under the contract constitutes the Industrial Funding Fee, which must be set aside for the remittance to GSA on a quarterly basis.

SMC-LLC., certifies that the data, as applicable, for FAR 52.222-41 Service Contract Act of 1965, As Amended and FAR 52.222-46 Evaluation of Compensation for Professional Employees has been submitted for SIN 132-51, Services. .