

**CONTRACT FOR GOODS  
TILLAMOOK COUNTY AND SYSOREX GOVERNMENT SERVICES, INC.  
SHERIFF'S OFFICE BODY SCANNER**

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY a political subdivision of the State of Oregon, hereafter called "county", and SYSOREX GOVERNMENT SERVICES, INC., hereafter called "contractor", for the project entitled "SHERIFF'S OFFICE BODY SCANNER", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and county mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for the goods provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of One Hundred Eighty-Nine Thousand and 00/100 Dollars (\$189,000.00), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this contract is June 30, 2022.
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
  - 3.1 This Contract;
  - 3.2 Public Contract Provisions;
  - 3.3 Quote #SYXQ5397;and
  - 3.4 U.S. General Services Administration Contract #GS-35F-210DA.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to provide the goods herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.
6. Contractor shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and

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expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided herein and in the schedule of contract prices.

The parties mutually agree as follows:

8. Miscellaneous

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.6 Notices

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Any notice required or permitted under this contract shall be in writing and deemed given when:

8.6.1. Actually delivered, or

8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.


ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 14th day of April, 2022.

  
Contract Officer

Dated this 15 day of April, 2022.

CONTRACTOR:                   SYSOREX GOVERNMENT SERVICES, INC.

  
Zaman Khan  
13880 Dulles Corner Lane, Suite 120  
Herndon, Virginia, 20171  
Zaman.khan@sysorexinc.com  
703-429-0897

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ David Yamamoto, Chair	___	___	___/___
_____ Erin D. Skaar, Vice-Chair	___	___	___/___
_____ Mary Faith Bell, Commissioner	___	___	___/___

ATTEST: Tassi O'Neil,  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Special Deputy

\_\_\_\_\_  
Joel W. Stevens  
County Counsel

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**PUBLIC CONTRACT PROVISIONS**

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, contractor shall pay the employee at least time and one-half (1 and 1/2) pay for

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all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
  - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
  - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
    1. Termination of this contract, in whole or in part;
    2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and

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3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
  - C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
  1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
  3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
  4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**END OF PUBLIC CONTRACT PROVISIONS**



# GSA Schedule Quotation

<b>Quote #</b>	SYXQ5397
<b>Terms</b>	Net 30
<b>Quote Date</b>	Apr 4, 2022
<b>Expires</b>	May 4, 2022

13880 Dulles Corner Lane, Suite 120, Herndon, VA 20171  
 t. 800-929-3871 f. 703-961-1127

**Sales Rep:** Heather Hewitt  
 703-955-4634 x4030  
 heather.hewitt@sysorexinc.com

Customer	Bill To	Ship To
Tillamook County Sheriffs Office Joshua Brown 503-815-3324 jbrown@co.tillamook.or.us 5995 Long Prairie Road Tillamook, OR 97141	Tillamook County Sheriffs Office Joshua Brown 503-815-3324 jbrown@co.tillamook.or.us 5995 Long Prairie Road Tillamook, OR 97141	Tillamook County Sheriffs Office Joshua Brown 503-815-3324 jbrown@co.tillamook.or.us 5995 Long Prairie Road Tillamook, OR 97141

Description	RFQ#	Contract
Tillamook		GSA GS-35F-210DA

Item	Mfg	Part #	Qty	Description	Price	Ext. Price
1	Tek84	TSN-017-1002-5	1	Intercept Security Scanning System / 5 year warranty shipping incl. -(Equipment Only)( Billed upon receipt) Contract: SGS GSA GS-35F-210DA	\$164,500.00	\$164,500.00
2	Tek84	TEK-INSTALL/TRAINING	1	Formal On Site Installation and Operator Training per unit (billed upon completion) Contract: SGS GSA GS-35F-210DA	\$4,500.00	\$4,500.00
3	TEK 84	INT-THERMAL-1	1	Infrared Camers,Inc. - Thermal scanner (billed upon receipt) Contract:	\$20,000.00	\$20,000.00

Notes	SubTotal	Shipping	Total
Here is the quote you requested.	\$189,000.00	\$0.00	\$189,000.00

GSA Schedule GS-35F-210DA, expires 03/02/2026; DUNS# 884141599; Cage Code 08DR8; TIN 54-1764522: Delivery FOB Dest.

IF PAYING ELECTRONICALLY: Remit payment to: Sysorex Government Services Inc. 13880 Dulles Corner Lane,#175 Herndon, VA 20171  
 BANK NAME: WELLS FARGO BANK, Wire & ACH only: ABA#:121000248; Acct# 4351745021

IF PAYING BY CHECK: Remit payment to: Sysorex Government Services Inc. 13880 Dulles Corner Lane,#175 Herndon, VA 20171  
 All other Terms and Conditions remain unchanged and in full force effect.

Returns are subject to manufacturer policies. A Restocking Fee may apply: Restocking Fee will be capped at no more than 30% of the item cost when the contractor incurs additional costs due to customer ordering error. There shall be no restocking fees when the item is returned due to contractor error.

Purchase Order Requirements: PO must show a Bill To and Ship To address, Purchase Order #, authorized signature, and Net 30 terms. Please include the name, phone # and email address for the receiver on the order.





**AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 33411 Purchasing of New Electronic Equipment  
Special Item No. 811212 Computer and Office Machine Repair and Maintenance  
Special Item No. 511210 Software Licenses  
Special Item No. 54151 Software Maintenance Services  
Special Item No. 611420 Information Technology Training  
Special Item No. 54151S Information Technology Professional Services  
Special Item No. 54151ECOM Electronic Commerce and Subscription Services

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing Program.

**Sysorex Government Services, Inc.**

13880 Dulles Corner Lane, Suite 175

Herndon, VA 20171

Phone: (703) 961-1125

Fax: (703) 961-1127

[www.sysorexinc.com](http://www.sysorexinc.com)

[contracts@sysorexinc.com](mailto:contracts@sysorexinc.com)

Small Business

Contract Number: GS-35F-210DA

Period Covered by Contract: March 3, 2016 – March 2, 2026

Price List Current through Modification PO-0093 January 26, 2022

General Services Administration  
Federal Acquisition Service

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.gsa.gov/fas>

**Special Item No. 33411 Purchasing of new electronic equipment**

33411 Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code: 7010

Maximum Order: \$500,000

**NAICS**

Number	Description	Business Size
334111	Electronic Computer Manufacturing	1250 employees
334112	Computer Storage Device Manufacturing	1250 employees

**Special Item No. 811212 Computer and Office Machine Repair and Maintenance**

811212 Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

**Cooperative Purchasing:** Yes

**Set Aside:** No

**FSC/PSC Code:** J070

**Maximum Order:** \$500,000

**NAICS**

Number	Description	Business Size
811212	Computer and Office Machine Repair and Maintenance	\$30 million

**Instructions:**

1. Specific Instructions for SIN 811212 - Computer and Office Machine Repair and Maintenance
  - a. Hardware maintenance and/or Service Repair is available, and allow for additional information to complete the "fill-in" to the terms and conditions.
    - i. Repair Service Order Terms available at [www.gsa.gov/mascategoryrequirements](http://www.gsa.gov/mascategoryrequirements)
    - ii. Maintenance Order Terms available at [www.gsa.gov/mascategoryrequirements](http://www.gsa.gov/mascategoryrequirements)
  - a. The terms and conditions for each option type(s) offered shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

511210 Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes

Set Aside: No

FSC/PSC Code: 7030

Maximum Order: \$500,000

**NAICS**

Number	Description	Business Size
511210	Software Publishers	\$41.5 million

Instructions:

**Additional SIN Description: Term Licenses** The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

**Perpetual Licenses** The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

1.) Specific Instructions for SIN 511210 - Software Licenses

a.) 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>.

b.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

c.) Conversion From Term License To Perpetual License

i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within

- ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- iii.) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- iv.) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

d). Term License Cessation

- i.) After a software product has been on a continuous term license for a period of \_\_\_\_\_ (Fill-in the period of time.) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.
- ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).
- iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

e.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

- 1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.
- 2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, and compliance with end user license agreements. The Megabyte Act of 2016

requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 –11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

- 1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- 2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- 3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- 4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- 5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
- 6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- 7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- 8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be \_\_\_\_\_ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600

f.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**Special Item No. 54151 Software Maintenance Services**

54151 Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes  
 Set Aside: No  
 FSC/PSC Code: J070  
 Maximum Order: \$500,000

**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$30 million
541512	Computer Systems Design Services	\$30 million

Instructions:

Additional SIN Description: Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

Specific Instructions for SIN 54151 - Software Maintenance Services

N/A

**Special Item No. 611420 Information Technology Training**

611420 Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes  
 Set Aside: No  
 FSC/PSC Code: U012  
 Maximum Order: \$250,000

**NAICS**

Number	Description	Business Size
611420	Computer Training	\$12 million

Instructions:

- a) Prepaid training tokens, credits, etc. shall not be permitted on this SIN.
- b) Offerors shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.
- c) Cancellation and Rescheduling
  - i) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
  - ii) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
  - iii) The ordering activity reserves the right to substitute one student for another up to the first day of class.
  - iv) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.
- d) Follow-Up Support
 

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.
- e) Format And Content Of Training
  - i) Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
  - ii) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
  - iii) Offerors shall provide each student with a Certificate of Training at the completion of each training course.
  - iv) Offerors shall provide the following information for each training course offered:
    - A) course title,
    - B) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
    - C) length of the course;
    - D) mandatory and desirable prerequisites for student enrollment;
    - E) minimum and maximum number of students per class;
    - F) locations where the course is offered;
    - G) class schedules; and
    - H) price (per student, per class (if applicable)).
  - v) For courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L.99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.
  - vi) For Online Training Courses, a copy of all training material must be available for electronic download by the students.

g) Offerors shall describe any training provided with equipment and/or software provided under this contract, free of charge on the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

**Special Item No. 54151S Information Technology Professional Services**

54151S IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes  
 Set Aside: No  
 FSC/PSC Code: D399  
 Maximum Order: \$500,000

**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$30 million
541512	Computer Systems Design Services	\$30 million
541513	Computer Facilities Management Services	\$30 million
541519	Other Computer Related Services	\$30 million

Instructions:

Specific Instructions for SIN 54151S - Information Technology Professional Services

N/A

**Special Item No. 54151ECOM Electronic Commerce and Subscription Services**

54151ECOM Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Cooperative Purchasing: Yes  
 Set Aside: No  
 FSC/PSC Code: D304  
 Maximum Order: \$500,000

**NAICS**

Number	Description	Business Size
541511	Custom Computer Programming Services	\$30 million
541512	Computer Systems Design Services	\$30 million
541513	Computer Facilities Management Services	\$30 million
541519	Other Computer Related Services	\$30 million
811212	Computer and Office Machine Repair and Maintenance	\$30 million

Instructions:

Specific Instructions for SIN 54151ECOM - Electronic Commerce and Subscription Services



- a. Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.
  - b. Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided. If there is a separate charge, it must be stated on the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).
  - c. Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.
2. If an electronic commerce service plan is offered the following must be stated on the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016):
- a. Describe the electronic service plan and eligibility requirements;
  - b. Describe charges, if any, for additional usage guidelines; and
  - c. Describe corporate volume discounts and eligibility requirements, if any.

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**Price List by Manufacturer**

Bretford	Jacada
Cielo Networks, Inc.	Lenovo
Cloud One	Lexmark
Durabook	MobileDemand
Getac	Panasonic
Hyundai	Samsung
Inpixon	Tek84
	Transition Networks

INFORMATION FOR ALL CUSTOMERS

1a. Table of awarded Special Item Number (SIN):

Contract #	SIN	Description
GS-35F-210DA	SIN 33411	Purchasing of new electronic equipment
GS-35F-210DA	SIN 811212	Computer and Office Machine Repair and Maintenance
GS-35F-210DA	SIN 511210	Software Licenses
GS-35F-210DA	SIN 54151	Software Maintenance Services
GS-35F-210DA	SIN 611420	Information Technology Training
GS-35F-210DA	SIN 54151S Information	Information Technology Professional Services
GS-35F-210DA	SIN 54151ECOM	Electronic Commerce and Subscription Services
GS-35F-210DA	SIN 33411	Purchasing of new electronic equipment

1b. Lowest priced model: See Attached Pricelist

1c. Professional Services Descriptions: Refer to below awarded GSA Schedule Contract Labor Categories and Pricelist.

2. Maximum Order:

- a) The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000
  - Special Item Number 33411 – Purchase of New Electronic Equipment
  - Special Item Number 811212 – Maintenance of Equipment
  - Special Item No. 511210 - Software Licenses
  - Special Item No. 54151 - Software Maintenance Services
  - Special Item No. - 54151S Information Technology Professional Services
  - Special Item No. 54151ECOM - Electronic Commerce and Subscription Services
- b) The Maximum Order value for the following Special Item Number (SIN) is \$250,000
  - Special Item Number Special Item No. 611420 - Information Technology Training

3. Minimum Order: \$100.00

4. Geographic coverage: 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories.

5. Point of production: United States

6. Discount from list prices: Prices shown are NET prices; Basic Discounts have been deducted

7. Quantity Discounts: Yes, please contact sales representative

8. Prompt payment terms: None
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted at or above the micro-purchase threshold.
10. Foreign items: Not applicable
- 11a. Time of delivery: 10 – 30 Days (ARO)
- 11b. Expedited delivery: 1- 5 days (ARO)
- 11c. Overnight and 2 day delivery: Schedule customers may require overnight or 2-day delivery. Terms for this service are FOB Origin. All products are available for 2-day delivery at an additional charge. Shipments to Alaska, Hawaii and Puerto Rico are required to be 2-day at an additional charge.
- 11d. Urgent requirements: As negotiated with the using agency
12. F.O.B. points: Destination
- 13a. Ordering Address: Sysorex Government Services, Inc.  
Attn: GSA Sales Department  
13880 Dulles Corner Lane, Suite 175  
Herndon, VA 20171  
Phone: (703) 961-1125  
Fax: (703) 961-1127  
Email: [salesinfo@sysorexinc.com](mailto:salesinfo@sysorexinc.com)
- 13b. Ordering procedures: 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.
14. Payment address: Same as company address.
15. Warranty provision: See Attached Pricelist
16. Export packing charges: Not Applicable
17. Terms and conditions of Government purchase card acceptance: Not Applicable
18. Terms and conditions of rental, maintenance and repair: See Attached Pricelist
19. Terms and conditions of installation: See Attached Pricelist
20. Terms and conditions or repair parts: See Attached Pricelist
- 20a. Terms and conditions for any other services: See Attached Pricelist
21. List of service and distribution points: Not Applicable
22. List of participating dealers: Not Applicable

23. Preventative maintenance: See Attached Pricelist

24a. Special attributes such as environmental attributes: Not Applicable

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

25. Data universal Number System (DUNS) number: 884141599

26. Notification regarding registration in SAM.gov database. Sysorex Government Services, Inc. has an active registration in the SAM database. CAGE Code: 0H5P8

**SYSOSEX GOVERNMENT SERVICES INC'S  
INFORMATION TECHNOLOGY LABOR  
CATEGORY DESCRIPTIONS**

**CONSULTANT III (SP-CS3)**

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**Minimum/General Experience:** Ten or more years' experience

**Functional Responsibility:** Specific expertise in four or more functional areas and knowledgeable in at least two others. Supervises guidance and direction for specific sub-tasks of a project. Interfaces with the client on a day-to-day basis. Supports the completion of project specific tasks within estimated time frames and budget constraints.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Equivalent work experience considered.

**CONSULTANT IV (SP-CS4)**

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**Minimum/General Experience:** Ten or more years' experience

**Functional Responsibility:** Manages direction for specific sub-tasks of a project. Specific expertise in five or more functional areas and knowledgeable in at least two others. Interfaces with the client on a day-to-day basis. Supports the completion of project specific tasks within estimated time frames and budget constraints.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Equivalent work experience considered.

**PROGRAMMER/DEVELOPER III (SP-PRG3)**

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**Minimum/General Experience:** Four or more years' experience

**Functional Responsibility:** Recommends new or emerging technology or software to satisfy functional requirements and processes. Provides highly technical and/or specialized guidance mapping complex technology to business processes and missions related to the subject field. Provides expert consultation in one or more areas for the design, development and implementation of technical products and systems. Recognized as technical leader and resource. Recommends alterations and enhancements to improve quality of products and/or procedures regarding open systems and client-service architectures.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Equivalent work experience considered.

**PROJECT MANAGER I (SP-PRJ1)**

---

**Minimum/General Experience:** Three or more years' experience

**Functional Responsibility:** Assists with plans, organizes and manages groups of employees engaged in various technical duties. Provides administrative and technical direction to personnel; coordinates approved task order; assist with establishing improved procedures and controls, where necessary, to ensure that all services meet schedule and/or production; Provides the customer representative the status and activities of personnel covered under contract; responds to administrative or technical requests from the customer representative; and applies continuous evaluation and control measures.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Equivalent work experience considered.

**PROJECT MANAGER II (SP-PRJ2)**

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**Minimum/General Experience:** Five or more years' experience

**Functional Responsibility:** Supervises plans and manages groups of employees engaged in various technical duties. Provides administrative and technical direction to personnel; coordinates approved task order; establishes improved procedures and controls, where necessary, to ensure that all services meet schedule and/or production; Provides the customer representative the status and activities of personnel covered under contract; responds to administrative or technical requests from the customer representative; and applies continuous evaluation and control measures.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Equivalent work experience considered.

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### **PROJECT MANAGER III (SP-PRJ3)**

**Minimum/General Experience:** Seven or more years' experience

**Functional Responsibility:** Responsible for overall project management of complex, multi-task IT contracts. Plans, organizes and manages groups of employees engaged in various technical duties. Provides administrative and technical direction to personnel; Has the corporate authority to recruit, hire, terminate personnel and commit corporate resources; coordinates approved task order; establishes improved procedures and controls, where necessary, to ensure that all services meet schedule and/or production; Provides the customer representatives the status and activities of personnel covered under contract; responds to administrative or technical requests from the customer representative; and applies continuous evaluation and control measures; Works without supervision.

**Minimum Education:** Bachelor's degree in Computer Science or related field. Master's degree preferred. Equivalent work experience considered.

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### **APPLICATIONS SPECIALIST III (SP-SAS3)**

**Minimum/General Experience:** Ten or more years' experience

**Functional Responsibility:** Provides project management for design, development and testing of critical projects. Analyzes user requests and produces research of requirements. Provides technical programming/systems guidance, QA and training for SW Development staff. 10 years relevant experience (degree can be substituted for 3 years' experience).

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Equivalent work experience considered.

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### **APPLICATIONS SPECIALIST IV (SP-SAS4)**

**Minimum/General Experience:** Twelve or more years' experience

**Functional Responsibility:** Provides technical development leadership and business support. Develops, implements and integrates custom and packaged applications. Manages client relationship in resolving complex support issues. Has a thorough understanding of the business processes and the information processing requirements of the client. Performs feasibility analyses and cost/benefit studies for the purpose of identifying solutions to information processing requirements, including the evaluation and recommendation of software packages and/or custom solutions.

**Minimum Education:** Bachelor's degree in Computer Science or related field. Master's degree preferred. Equivalent work experience considered.

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### **SYSTEMS INTEGRATOR II (SP-SI2)**

**Minimum/General Experience:** Seven or more years' experience

**Functional Responsibility:** Provides technology expertise in a wide-range of information technology



environments by monitoring and evaluating performance, reliability and cost in order to upgrade the infrastructure through design changes. Develops and implements infrastructure changes. Develops solutions to breakdowns in the areas of recovery/integrity/security; assesses the impact of changes to the infrastructure, application software, system performance and to clients.

**Minimum Education:** Bachelor's degree in Computer Science or related field. Master's degree preferred. Equivalent work experience considered.

### **SUBJECT MATTER EXPERT III (SP-SME3)**

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**Minimum/General Experience:** Twelve or more years' experience

**Functional Responsibility:** Specializes in technical development and business support. Has a thorough understanding of the business processes and the information processing requirements of the client. Identifies solutions to information processing requirements, including the evaluation and recommendation of software packages and/or custom solutions.  
Degree or equivalent experience.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred.  
Equivalent work experience considered.

### **SYSTEM ENGINEER I (SP-SYE1)**

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**Minimum/General Experience:** Three or more years' experience

**Functional Responsibility:** Assists with the development of code, testing and implementing computer programs and subsystems utilizing multiple programming languages. Assist with the support of system design, business studies and feasibility studies. Assists with the installation and support of network communications. Works from specifications to assist in developing and modifying operating software programming applications. Assists with design, coding, benchmark testing, debugging, and documentation.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred.  
Equivalent work experience considered.

### **SYSTEM ENGINEER III (SP-SYE3)**

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**Minimum/General Experience:** Seven or more years' experience

**Functional Responsibility:** Designs and implements IT systems to meet business needs. Develops code, test and implement computer programs and subsystems utilizing multiple programming languages. Leads subsystem design and participates in system design projects. Interfaces with customers to define system requirements and priorities. Leads business studies and feasibility studies. Manages the purchase, installation, and support of network communications.  
Responsible for evaluating current systems. Plans large scale systems projects. Provides technical direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Prepares milestone status reports and analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements. Develops integrated system test requirement, strategies, devices and systems. Directs overall system level testing. Assists with the development of code, testing and implementing computer programs and subsystems utilizing multiple programming languages. Assist with the support of system design, business studies and feasibility studies. Assists with the installation and support of network communications. Works from specifications to assist in developing and modifying operating software programming applications. Assists with design, coding, benchmark testing, debugging, and documentation.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred.  
Master's degree preferred. Equivalent work experience considered

## **SYSTEM ENGINEER IV (SP-SYE4)**

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**Minimum/General Experience:** Seven or more years' experience

**Functional Responsibility:** Designs and implements IT systems to meet business needs. Develops code, test and implement computer programs and subsystems utilizing multiple programming languages. Leads subsystem design and participates in system design projects. Interfaces with customers to define system requirements and priorities. Leads business studies and feasibility studies. Manages the purchase, installation, and support of network communications. Responsible for evaluating current systems. Plans large scale systems projects. Provides technical direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Prepares milestone status reports and analysis related to the design, development, and integration of hardware, software, man-machine interfaces and all system level requirements. Develops integrated system test requirement, strategies, devices and systems. Directs overall system level testing.

**Minimum Education:** Bachelor's degree in Computer Science or related field preferred. Master's degree preferred. Equivalent work experience considered

**SYSOREX GOVERNMENT SERVICES,  
INC'S INFORMATION TECHNOLOGY  
LABOR CATEGORY RATES**

Labor Category	GSA Rate w/ IFF Year 1 03/03/ 2016 – 03/02/2017	GSA Rate w/ IFF Year 2 03/03/2017 – 03/02/2018	GSA Rate w/ IFF Year 3 03/03/2018 – 03/02/2019	GSA Rate w/ IFF Year 4 03/03/2019 – 03/02/2020	GSA Rate w/ IFF Year 5 03/03/2020 – 03/02/2021
Consultant III	\$226.70	\$231.01	\$235.40	\$239.87	\$244.43
Consultant IV	\$249.37	\$254.11	\$258.94	\$263.86	\$268.87
Programmer/Developer III	\$136.02	\$138.60	\$141.24	\$143.92	\$146.66
Project Manager I	\$136.02	\$138.60	\$141.24	\$143.92	\$146.66
Project Manager II	\$158.69	\$161.71	\$164.78	\$167.91	\$171.10
Project Manager III	\$181.36	\$184.81	\$188.32	\$191.90	\$195.54
Applications Specialist III	\$181.36	\$184.81	\$188.32	\$191.90	\$195.54
Applications Specialist IV	\$272.04	\$277.21	\$282.48	\$287.84	\$293.31
System Integrator II	\$181.36	\$184.81	\$188.32	\$191.90	\$195.54
Subject Matter Expert III	\$226.70	\$231.01	\$235.40	\$239.87	\$244.43
Systems Engineer I	\$136.02	\$138.60	\$141.24	\$143.92	\$146.66
Systems Engineer III	\$181.36	\$184.81	\$188.32	\$191.90	\$195.54
Systems Engineer IV	\$226.70	\$231.01	\$235.40	\$239.87	\$244.43