



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

General Description of Commodity Offered

**Applicable Special Item Numbers, FSC Classes and FPDS Codes**

Special Item No. 132-32 Term Software Licenses  
Special Item No. 132-33 Perpetual Software Licenses  
Special Item No. 132-34 Maintenance of Software

**SIN 132-32 TERM SOFTWARE LICENSES**

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers

Operating System Software  
Application Software  
Special Physical, Visual, Speech, and Hearing Aid Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIRSI CORPORATION**

**400 DYNIX DRIVE**

**PROVO, UT 84604-5650**

**Tel: 801-223-5200**

**Toll Free: 888-288-8020**

**Fax: 801-223-5561**

<http://www.sirsidynix.com>

**Contract Number: GS-35F-0483M**

**Period Covered by Contract: May 9, 2002 through May 8, 2012**

General Services Administration  
Federal Supply Service

Price List current through Modification #0016 dated September 4, 2008 and Refresh #22

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

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**INFORMATION FOR ORDERING OFFICES  
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 Supply Schedules Program. 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.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) 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:**

Orders can be sent to the attention of Lori Huntington, Esq. via either facsimile, e-mail or postal mail:

SirsiDynix  
400 W. Dynix Dr  
Provo, UT 84604  
Fax: 801-223-5583  
[lori.huntington@sirsidynix.com](mailto:lori.huntington@sirsidynix.com)

Ordering agencies can also send orders directly to their SirsiDynix sales consultant.

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. 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 agencies to obtain product information and/or ordering assistance:

General ordering or company information: 800-917-4774

Product information: Cindy Stinnett, Senior Sales Consultant, Federal market, 256-704-7099 , ext. 7572

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 03-503-6813

Block 30: Type of Contractor - C. Large Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 63-1233771

4a. CAGE Code: 0EXJ8

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

132-32, 132-33, 132-34

DELIVERY TIME (Days ARO)

SirsiDynix software installations typically take from 1-3 months and always involve a project management team. Delivery times are dependent on the scope of the project. After a contract is signed, SirsiDynix and the client will agree upon a project schedule that addresses all aspects of the project.

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.

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

- a. Prompt Payment: 0 %- 0 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: None

c. Dollar Volume: None

d. Government Educational Institutions: Educational Institutions are offered the same discounts as all other Government customers

### 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 \$0.

**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 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

**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:** Federal departments and agencies 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 offices, 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 Supply 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 2001)**

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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.

**15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.)

## **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.fss.gsa.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 incumpus 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: Not offered outside of the 48 Contiguous states and the District of Columbia

*Any orders outside of the United States will be handled by the closest international office. Pricing has been provided only for U.S. orders. FOB point will be the point of shipment for all orders to be shipped outside of the contiguous 48 states.*

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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.

## **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.sirsidynix.com>

The EIT standard can be found at: [www.Section508.gov/](http://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 TERM SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-32),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND  
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government 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 software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

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

*SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Error Corrections and Updates to the SirsiDynix Software that SirsiDynix has made available to Customer.*

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.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the Government, shall provide a hot line technical support number **800-284-3969** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 8:00 p.m. EST Monday-Friday, with emergency support 24x7 for down systems, which includes the inability to search or circulate items using the software. Implementation of the software, however, is done by SirsiDynix.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

- Telephone support from 8 a.m. to 8 p.m. (EST) Monday through Friday
- After-hours (nights, weekends and holidays) critical care support for major system failures
- All major and minor series releases
- Data-corrupting bugs patched on request as available
- One contact person with one designated contact backup

- Phone support for application software including all standard functions

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

#### **5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

#### **8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

The following language is included in all contracts with government end users:

Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

#### 7. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), 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 (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### 8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### 11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

SirsiDynix does not offer right-to-copy licenses.

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

PREAMBLE

(Name of Company) 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: Ms. Katrice Evenson Paralegal, Legal Department, 400 West Dynix Drive, Provo, Utah 84604, Phone: 801-223-5289, Fax: 801-223-5561, email: [katrice.evenson@sirsidynix.com](mailto:katrice.evenson@sirsidynix.com)



**(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;

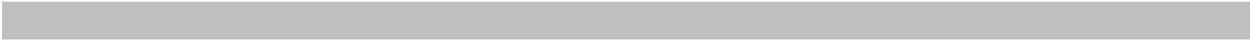
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(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.

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## **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.

**AUTHORIZED GSA IT SCHEDULE PRICE LIST  
SINS 132-32, 132-33 AND 132-34**

2008

**Horizon eBooks/Audio Library**

SIN	Product#	Short Description	Long Description	\$List	GSA Price
132-33	317788	HORIZON EBOOKS/AUDIO BOOKS LIBRARY SETUP		\$28,000.00	\$25,389.00
132-32	317789	HORIZON EBOOKS/AUDIO BOOKS LIBRARY ASP HOST	Horizon eBooks Library ASP Hosting Service Fee	\$12,000.00	\$10,881.00
<b>KITS</b>					
132-32	0001000786	HORIZON EBOOKS/AUDIO BOOKS LIBRARY DIG CONT QTR 3YR	One Year of Horizon eBooks Library Digital Content Service Kit 3-Year Plan (quarterly billing.) Includes Set Up Fee, ASP Hosting Service Fee, and Dynix quarterly billing service fee (for 3 years.) ASP Hosting fee to be billed annually after 3 yrs.	\$ 5,355.00	\$4,855.65
132-32	0001000788	HORIZON EBOOKS/AUDIO BOOKS LIBRARY DIG CONT ANN 3YR	One Year of Horizon eBooks Library Digital Content Service Kit 3-Year Plan (annual billing.) Includes Set Up Fee and ASP Hosting Service Fee.) ASP Hosting fee to be billed annually after 3 yrs.	\$ 20,400.00	\$18,497.70
132-32	0001000789	HORIZON EBOOKS/AUDIO BOOKS LIBRARY DIG CONT QTR 4YR	One Year of Horizon eBooks Library Digital Content Service Kit 4-Year Plan (quarterly billing.) Includes Set Up Fee, ASP Hosting Service Fee, and Dynix quarterly billing service fee (for 4 years.) ASP Hosting fee to be billed annually after 4 yrs.	\$ 4,725.00	\$4,284.39
132-32	0001000790	HORIZON EBOOKS/AUDIO BOOKS LIBRARY DIG CONT ANN 4YR	One Year of Horizon eBooks Library Digital Content Service Kit 4-Year Plan (annual billing.) Includes Set Up Fee and ASP Hosting Service Fee. ASP Hosting fee to be billed annually after 4 yrs.	\$ 18,000.00	\$16,321.50

**Horizon ASP Services**

132-32	DYN01	HORIZON ASP INSTALLATION A	<p>Horizon 7.x ASP Installation for up to 100,000 bibliographic records            Includes data migration from 1 source for bibliographic records, item records, authority records, patrons, and current circulation transactions.            Solution includes Cataloging, Circulation, Acquisition, Serials, Horizon Information Portal, Inventory, Media Scheduling, Offline Circulation, and Remote Patron Authentication. Also includes unlimited user searching through the Information Portal. Solution provides software-hosting service for entire Horizon application, providing all system administration duties. Staff clients will connect to vendor-hosted service through the Internet. Please contact Dynix for details. Installation package includes web-based training. Libraries must select both an installation option and indicate the number of staff licenses. (DYN06-DYN11)</p>	\$ 17,500.00	\$15,868.13
132-32	DYN02	HORIZON ASP INSTALLATION B	<p>Horizon 7.x ASP Installation for up to 100,000 bibliographic records            Includes data migration from 1 source for bibliographic records, item records, authority records, patrons, and current circulation transactions.            Solution includes Cataloging, Circulation, Acquisition, Serials, Horizon Information Portal, Inventory, Media Scheduling, Offline Circulation, and Remote Patron Authentication. Also includes unlimited user searching through the Information Portal.            Solution provides software-hosting service for entire Horizon application, providing all system administration duties.            Staff clients will connect to vendor-hosted service through the Internet. Please contact Dynix for details. Installation package includes web-based training. Libraries must select both an installation option and indicate the number of staff licenses. (DYN06-DYN11)</p>	\$ 20,625.00	\$18,701.72

132-33	DYN06	HORIZON ASP STAFF LICENSE 1-5	Horizon 7.x ASP Per-license price for up to 5 staff licenses	\$ 1,875.00	\$1,700.16
132-33	DYN07	HORIZON ASP STAFF LICENSE 6-10	Horizon 7.x ASP Per-license price for up to 10 staff licenses	\$ 1,813.00	\$1,643.94
132-34	DYN12	HORIZON ASP STAFF LICENSE 1-5 MAINT	Horizon 7.x ASP Maintenance for Horizon ASP Staff Licenses 1-5	\$ 1,875.00	\$1,700.16
132-34	DYN13	HORIZON ASP STAFF LICENSE 6-10 MAINT	Horizon 7.x ASP Maintenance for Horizon ASP Staff Licenses 6-10	\$ 1,813.00	\$1,643.94

**Horizon Special Library Suite--Standalone**

132-33	DYN31	Horizon Special Library Suite Tier A	Tier for up to 5 staff licenses, 100,000 bibliographic records, 150,000 items records, and one library location. Solution includes Cataloging, Circulation, Serials, and Horizon Information Portal. Also includes unlimited user searching through the Information Portal.	\$ 29,550.00	\$26,794.46
132-34	DYN32	Annual Maintenance for Horizon Special Library Suite Tier A	Annual Maintenance for Horizon Special Library Suite Tier A	\$ 2,946.00	\$2,671.29
132-33	DYN33	Horizon Special Library Suite Tier B	Tier for up to 10 staff licenses, 200,000 bibliographic records, 250,000 items records, and three library locations. Solution includes Cataloging, Circulation, Serials, and Horizon Information Portal. Also includes unlimited user searching through the Information Portal.	\$ 43,332.00	\$39,291.29
132-34	DYN34	Annual Maintenance for Horizon Special Library Suite Tier B	Annual Maintenance for Horizon Special Library Suite Tier B	\$ 4,600.00	\$4,171.05
132-33	DYN35	Horizon Acquisitions for Special Library Suite, Tier A	Add-on module for Acquisitions for Horizon Special Library Suite Tier A	\$ 10,340.00	\$9,375.80
132-34	DYN36	Annual Maintenance for Horizon Acquisitions for Special Library Suite, Tier A	Annual Maintenance for Horizon Acquisitions for Special Library Suite, Tier A	\$ 1,241.00	\$1,125.28
132-33	DYN37	Horizon Acquisitions for Special Library Suite, Tier B	Add-on module for Acquisitions for Horizon Special Library Suite Tier B	\$ 11,953.00	\$10,838.38
132-34	DYN38	Annual Maintenance for Horizon Acquisitions for Special Library Suite, Tier B	Annual Maintenance for Horizon Acquisitions for Special Library Suite, Tier B	\$ 1,434.00	\$1,300.28

**Consolidated Searching Translators**

132-32	DYN39	Consolidated Searching Translators Tier A (1-5 Trans)	Price per translator. Add-on to Horizon Information Portal that allows users to search multiple licensed databases simultaneously and retrieve a single result set.	\$ 1,000.00	\$906.75
132-34	DYN48	Consolidated Searching Translators Tier A ANNUAL SUBSCRIPTION RENEWAL	Annual subscription renewal for consolidated searching translators, Tier A level.	\$ 800.00	\$725.40
132-32	DYN40	Consolidated Searching Translators Tier B (6-15 Trans)	Price per translator. Add-on to Horizon Information Portal that allows users to search multiple licensed databases simultaneously and retrieve a single result set.	\$ 950.00	\$861.41
132-34	DYN48	Consolidated Searching Translators Tier B ANNUAL SUBSCRIPTION RENEWAL	Annual subscription renewal for consolidated searching translators, Tier B level.	\$ 760.00	\$689.13
132-32	DYN41	Consolidated Searching Translators Tier C (16-50 Trans)	Price per translator. Add-on to Horizon Information Portal that allows users to search multiple licensed databases simultaneously and retrieve a single result set.	\$ 850.00	\$770.74
132-34	DYN48	Consolidated Searching Translators Tier C ANNUAL SUBSCRIPTION RENEWAL	Annual subscription renewal for consolidated searching translators, Tier C level.	\$ 680.00	\$616.59

**Horizon Web Reporter**

132-33	DYN18	HORIZON WEB REPORTER--5 USER BUNDLE	Five staff license bundle with the ability to run pre-configured reports with other very basic options. The most common user level. Horizon Web Reporter is a web-based reporting tool that provides real-time data and statistics to your library staff. Reports can be created and customized without SQL knowledge and scheduled and distributed automatically. Can also be run as an ASP service for the same price, plus a 13% annual hosting fee.	\$ 1,250.00	\$1,133.44
132-34	DYN19	HORIZON WEB REPORTER--5 USER MAINTENANCE	Annual Maintenance on the Horizon Web Reporter 5-user license	\$ 188.00	\$170.47
132-33	DYN20	HORIZON WEB ANALYST	One staff license which gives the ability to save new reports to "My Reports", can work with subtotals and drill-down reports. A manager-level license. Horizon Web Reporter is a web-based reporting tool that provides real-time data and statistics to your library staff. Reports can be created and customized without SQL knowledge and scheduled and distributed automatically. Can also be run as an ASP service for the same price, plus a 13% annual hosting fee.	\$ 925.00	\$838.74

132-34	DYN21	HORIZON WEB ANALYST MAINTENANCE	Annual Maintenance on the Horizon Web Analyst staff license	\$ 138.75	\$125.82
132-33	DYN22	HORIZON WEB PROFESSIONAL	One staff license with the ability to create new reports from scratch. Director-level license. Horizon Web Reporter is a web-based reporting tool that provides real-time data and statistics to your library staff. Reports can be created and customized without SQL knowledge and scheduled and distributed automatically. Can also be run as an ASP service for the same price, plus a 13% annual hosting fee.	\$ 1,075.00	\$974.76
132-34	DYN23	HORIZON WEB PROFESSIONAL MAINTENANCE	Annual Maintenance on the Horizon Web Professional staff license	\$ 138.75	\$125.82
132-33	DYN24	HORIZON WEB REPORTER SY ADMIN LICENSE	One staff license with system administration rights, including user privileges and the ability to customize the interface. Horizon Web Reporter is a web-based reporting tool that provides real-time data and statistics to your library staff. Reports can be created and customized without SQL knowledge and scheduled and distributed automatically. Can also be run as an ASP service for the same price, plus a 13% annual hosting fee.	\$ 2,625.00	\$2,380.22
132-34	DYN25	HORIZON WEB REPORTER SY ADMIN MAINTENANCE	Annual Maintenance Fee for one Web Reporter System Administration staff license	\$ 393.75	\$357.04

**Horizon Library Services**

132-34	DYN26	Data Services--Horizon Platform Conversion	Migration of existing Horizon 7.x server from one server to another	\$5,000.00	\$4,533.75
132-34	DYN27	Implementation Services/Local Server Staging	Staging at Dynix HQ for a Horizon 7.x server which was purchased by client.	\$2,400.00	\$2,176.20
132-34	DYN28	Server Integration	Installation of Horizon 7.x Server onsite	\$3,750.00	\$3,400.31
132-34	DYN29	Additional Server Integration	Installation of Horizon 7.x Server onsite, each additional server	\$400.00	\$362.70