



BUYERS GUIDE FOR

IT Software Value Added Reseller (IT SVAR)

Version 1.3 dated 3/22/2016
(Before ordering, check ORPIN for the latest version)

DESCRIPTION:

All software other than custom or customized software. This includes all brands and publishers who are willing to sell through our price agreement holders.



AWARDED PRICE AGREEMENT NUMBERS:

PA 0450 - DELL	IN SCOPE			OUT OF SCOPE	
SOFTWARE TYPE	COTS for desktop	COTS for server	Volume Licensing	other than desktop / server	Custom / Customized
HOSTING	On Premise			Off Premise	
LICENSING	Perpetual	Subscription		None	
SERVICES	None			All	

PA 2590 - SHI	IN SCOPE		OUT OF SCOPE
SOFTWARE TYPE	COTS	Volume Licensing	Custom/Customized
HOSTING	On Premise	Off Premise	None
LICENSING	Perpetual	Subscription	None
SERVICES	Installation, Training and Maintenance		Consulting, configuration, engineering, design, etc., any type of service specific to an Authorized Purchaser requiring description of tasks and deliverables and agreement by the parties

PRIMARY CONTACTS

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	SOFTWARE TYPE		HOSTING TYPE		LICENSING TYPE		SERVICES		OTHER	
	COTS		Volume Licensing	On Premise	Off Premise	Perpetual	Subscription	Limited	Professional	Maintenance & Support
	desktop /server	other								
DELL PA 0450	YES	NO	YES	YES	NO	YES	YES	NO	NO	YES
SHI PA 2590	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES

BEST VALUE ANALYSIS INSTRUCTIONS:

Price agreement 0450 and 2590 have scopes that differ slightly. The tables in this buyers guide are provided to assist in clarifying the differences. When making a purchase, use the following process:

- 1. REQUEST QUOTES** - Request a quote for the needed products from both vendors. A single [EMAIL](#) to both vendors is best practice. Contact your regular reps if you prefer.
- 2. QUOTES** - If you only receive one quote within 2 business days of your request, you may proceed with the purchase
- 3. BVA** - Once you receive the quotes, conduct a best value determination considering the following:
 - Past Experience with Vendor
 - Customer Service
 - Product Availability
 - Price
- 4. LICENSE** - Ensure acceptable License Agreement is in place prior to purchase. Check the DAS software license agreement site to see if one exists, if not, you may have the SVAR assist in establishing an acceptable License agreement prior to purchase.
- 5. ISSUE PO** - Submit your purchase order referencing the quote and using the applicable mandatory purchase order language.

DELL: Mandatory Purchase Order Language:

This Purchase is submitted pursuant to State of Oregon Solicitation #102-1567-09 and Price Agreement 0450 including contract terms and conditions and special contract terms and conditions (Ts & Cs) contained in the price agreement are hereby incorporated by reference and shall take precedence over all other conflicting Ts and Cs, express or implied.

SHI: Mandatory Purchase Order Language:

This Purchase Order is issued under the Western States Contracting Alliance Master Agreement ADSP011 00000358-3 and the Participating Addendum entered into by Oregon SPO, contract number 2590. The terms of the Participating Addendum govern this purchase and supersede any inconsistent terms.

LICENSING:

The use of all software is subject to a license agreement. This license agreement may have many different names (EULA, ELA, EA, CLP, etc.); it may even appear as a click-through on a web site. At a high level, a license agreement sets forth the terms and conditions related to the use of the software program; it is the list of what the end user can or cannot do with the software, and often sets forth the consequences for violating the agreement.

Each Authorized Purchaser (AP) is responsible for ensuring it has a license agreement that meets the State's (or for non-state agencies, the AP's) requirements for all software that is in use by its employees, contractors or agents.

The IT SVARs are contractually obligated to assist APs in establishing acceptable license agreements, and the IT SVARs are required to ensure agreements are in place before accepting a purchase order (for a new purchase or a renewal).

DOJ REVIEW:

License agreements must be reviewed and approved by DOJ if the value exceeds the threshold for legal sufficiency review and approval or if not otherwise exempt.

HELPFUL LINKS:

[IT Procurement website](#)

[Vendor Feedback Form](#)

[Software License Agreements website](#)

DEFINITIONS:

COTS: Commercial Off The Shelf: Software that is available for purchase and is not custom built for a specific customer.

Custom: Software specially built for a specific customer. Other than COTS.

Off Premise: The software and data reside on equipment not owned by the state (owned by the contractor, third party vendor, etc.)

On Premise: The software and data reside on state-owned equipment.

Perpetual: Software that is purchased once and is owned and can be used with no end date. Updates/upgrades must be purchased separately or through a maintenance and support agreement.

Subscription: Software that is "leased" and can only be used as long as the subscription is paid. Typically new versions are pushed out to users as they come available. Usage stops when the payments stop.

SaaS & Cloud: These terms have various meanings and are intentionally not used in this Buyer's Guide. Typically SaaS is subscription, off-premise software, and therefore falls in scope of the SHI agreement. If you are asked to purchase "SaaS" or "Cloud", determine the need and compare to the scope of the agreements.