



# BUYERS GUIDE

FOR PA 6454



## IT SVAR (IT Software Value Added Reseller)

*Version 2.1 dated 7/21/2017 - (Before ordering, check for the latest version)*

### WHAT IS COVERED UNDER THIS PRICE AGREEMENT?

The IT SVAR Price Agreement is for the purchase of COTS software, and the specific cloud or software as a service products that have been recently added by way of an Amendment to the Participating Addendum (PA). The price agreement is also for the renewal or support of already purchased software. (Services are limited to installation, training, and maintenance.)

**Except for the products specified below**, the PA is **not** intended for the acquisition of Cloud software or services, and Authorized Purchaser may **not** acquire any Cloud software or services under the PA **other than those specified below**. To the extent any other particular software product includes a Cloud component, the product must be capable of prohibiting use of the Cloud functions. The Cloud products and services available under the Amendment are as follows:

- **Microsoft** cloud services and hybrid on/off premises software and services, including without limitation: Office 365 Pro-plus, OneDrive for Business, Exchange Online, Skype for Business, SharePoint Online, with Exchange Online Archiving, Exchange Online Protection, Advanced Threat Protection, Enterprise Mobility and Security, Secure Productive Enterprise, Yammer, Intune, Power BI, Dynamics 365, and Azure premium products.
- **Adobe** cloud services and hybrid on/off premises software and services, including without limitation: Creative Cloud applications (whether licensed as a suite or individually), Acrobat Pro DC, and Adobe Sign.

### APPROVAL, SELECTION, AND ORDERING PROCESS:

#### 1. IT REVIEW AND APPROVAL

Authorized Purchasers must obtain and document all required approvals prior to placing an order. Agencies that are state entities under the authority of the Office of the State Chief Information Officer (“OSCIO”) must ensure all OSCIO requirements (e.g. IRR, stagegate, Cloud Workbook, etc.) are complete prior to any acquisition under IT SVAR price agreement.

## 2. MICROSOFT OFFICE 365 CLOUD SERVICES:

Before purchasing these services, Authorized Purchasers(AP) who are State Agencies must complete the Cloud Policy Worksheet (<http://www.oregon.gov/das/Policies/107-004-150.pdf>) as well as review, understand, and address as necessary the following concerns as prepared by the Enterprise Security Office(ESO):

- Only information categorized as Classification Level 1 and 2 security may be stored or transmitted through the product or service. Please review NIST SP 800-60 which can help identify what that means. Also, please find a link below to the Statewide Information Security Standards document that will give you more detail about the security classification levels:  
<http://www.oregon.gov/das/OSCIO/Documents/2017%20ISO%20Standards%20Oregon.pdf>
- The State Agency must understand what it is they are responsible for. For example: the State Agency (not Microsoft) may be responsible for applications, managing firewalls, antivirus, log monitoring, and intrusion detection. Refer to the System Security Plan (SSP) for current terms.
- The State Agency must ensure its security policies, procedures, applications, and controls are assessed separately and authorized. Refer to the ESO System Security Plan (SSP) for current terms.
- It is recommended that the State Agency designate a small number of highly skilled individuals to administer their Azure subscription. Refer to the System Security Plan (SSP) for current terms.
- The State Agency should review the Microsoft Customer Access to Portal and the key points that need to be considered. Refer to 9.2.1.1.13 of the System Security Plan (SSP) for current terms.

## 3. DETERMINING THE PRODUCT and BEST VALUE ANALYSIS

Purchases over \$10,000 require either a documented brand name justification or the completion of a best value analysis (renewals, maintenance and support, or purchasing additional licenses of owned software does not require a brand name justification or a best value analysis).

- a. Brand Name Justification:** Complete a Brand Name Justification in accordance with applicable statutes and rules.
- b. Best Value Analysis:** Submit the minimum specifications of the need to the IT SVAR requesting quote(s) for the available options. Determine best value based on, but not limited to, a comparison of the following criteria:
  - Price
  - Availability
  - Past performance
  - Compatibility
  - Other considerations

#### 4. DETERMINE LICENSE NEEDS

Ensure an acceptable License Agreement is in place prior to purchase. Check the DAS software license agreement site to see if one exists. If none exists, the IT SVAR may assist AP in establishing an acceptable License agreement prior to purchase. Work with DASPS if you feel that there needs to be a master license in place.

#### 5. MICROSOFT CLOUD SERVICES

An Authorized Purchaser will need to amend its Enterprise Enrollment to add the approved Online Services terms and conditions prior to using Microsoft Cloud Services. This is true regardless of whether they are starting a new Microsoft Enterprise Enrollment, renewing an existing one, or in the middle of a current term.

SHI will proactively reach out to Authorized Purchasers in need of the Amendment. If they have an immediate need to utilize Microsoft Cloud Services and they have not yet been approached with the Amendment then they are asked to reach out to SHI to prioritize their Enterprise Enrollment.

**For assistance with your Enterprise Enrollment and the required Amendment, please contact Brandon Barkley (SHI Account Executive, State of Oregon, Public Sector) at 503.510.4813 or [Brandon.Barkley@shi.com](mailto:Brandon.Barkley@shi.com)**

#### 6. ADOBE CLOUD SERVICES

Authorized Purchasers will need to contact Brandon Barkely, as noted above, for assistance in dertermining the correct agreement to use to purchase Adobe Cloud Services.

#### 7. ISSUE PURCHASE ORDER

Submit your purchase order referencing the quote and using the following mandatory purchase order language.

THIS PURCHASE IS PLACED AGAINST THE STATE OF ARIZONA MASTER AGREEMENT NO. ADSP016-130651 THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. 6454 AND THEIR TERMS AND CONDITIONS APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

#### 8. DOCUMENT FILE

Include in the Agency procurement file any applicable brand name justification, best value analysis, license agreement, or reference to existing license agreement.

### PRIMARY CONTACTS:

SHI	DASPS
Brandon Barkley	Debbie Davis
(503) 510 - 4813	(503) 378 - 5345
<a href="mailto:brandon_barkley@shi.com">brandon_barkley@shi.com</a>	<a href="mailto:debbie.m.davis@oregon.gov">debbie.m.davis@oregon.gov</a>
<b><a href="mailto:TeamOregon@shi.com">TeamOregon@shi.com</a></b> should be used to submit purchase orders and request quotes.	

## 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. If a software manufacturer refuses to negotiate or accept revised terms, as set forth in an approved Rider to its EULA or license agreement, then the AP has a business decision to accept the risk of entering into a license agreement with terms that may not meet the AP's requirements. The AP must follow its own internal policies or practices.

While the IT SVAR is contractually obligated to **assist** APs in establishing acceptable license agreements, the IT SVAR is **not** required to ensure agreements are in place prior to accepting and processing a purchase order (whether for a new purchase or a renewal). It is the responsibility of the AP to ensure the licensing agreement(s) are in place before the purchase.

## DOJ REVIEW:

For State Agency Authorized Purchasers, License agreements must be reviewed and approved by DOJ if the value exceeds the threshold for legal sufficiency review and approval, if not otherwise exempt, or if the license agreement will become a master agreement whose terms will apply to any license of the software under the IT SVAR Price Agreement.

**SPECIAL NOTE:** While the Business Associate Agreement(BAA) incorporated into the Microsoft Online Services Terms, a part of the Enterprise Agreement, is legally sufficient it may or may not be acceptable for certain agencies. If it is not, a solution will need to be worked out. HIPAA covered entities will need to review the BAA to determine if it is appropriate for their use.

**For State Agencies,** Purchase Orders issued pursuant to the provisions of the Participating Addendum (Price Agreement) together with a master/statewide license agreement that has been previously legally approved, are exempt from legal sufficiency review and approval pursuant to OAR 137-045-0050(15).

## HELPFUL LINKS:

- [IT SVAR site](#)
- [Software License Agreements website](#)
- [Vendor Feedback Form](#)

## DEFINITIONS:

**Cloud:** has the meaning established by the International Standards Organization (ISO) standard 17788:2014; and is defined as a paradigm for enabling network access to a scalable and elastic pool of shareable physical or virtual resources with self-service provisioning and administration on demand. Basically, **Cloud computing** is the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.

**COTS (Commercial Off The Shelf):** Software sold in the commercial marketplace and made available to the general public, not requiring custom development or special modification or maintenance over its life cycle. Software that is available for purchase and is not custom built for a specific customer.

### Microsoft Specific Definitions:

**Enrolled Affiliate:** An entity, either Customer or any one of Customer's Affiliates, which has entered into an Enrollment under the State of Oregon's Master Microsoft Enterprise Agreement.

**Enrollment:** The document that an Enrolled Affiliate submits under the State of Oregon's Master Microsoft Enterprise Agreement to place its initial order;

**Enterprise:** means an Enrolled Affiliate and other entities for which it is responsible and chooses on its Enrollment to include in its enterprise

**Off Premise:** Software licensed by a user; installed and running on a server not at the user's location, but owned or leased by the user; and implemented by the user not the provider.

**On Premise:** The software and data reside on AP or 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.

**Software as a Service: (SaaS; pronounced /sæs/)** is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. It is sometimes referred to as "on-demand software".

**Software 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 are made available. Usage stops when the subscription reaches its expiration date without having been renewed.

