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Craig P. Orgeron, CPM, Ph.D., Executive Director

Instructions for Use Memorandum

To: ITS Customers Requesting Software

From: Craig P. Orgeron, CPM, Ph.D

Date: November 3, 2023 (*Revised October 29, 2024*)

Re: Instructions for Use of the NASPO ValuePoint (NVP) Software Value-Added Reseller (SVAR) Cooperative Agreement

CC: ITS Project File Numbers 46432

Initial
CPD

1. Introduction

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state and local governments, of which the State of Mississippi is a member. Administered by the National Association of State Procurement Officials (NASPO), ValuePoint seeks to provide the most cost-effective and efficient acquisition of quality products and services by combining the requirements of multi-state governmental agencies.

Every NASPO ValuePoint (NVP) contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead state's central procurement office, under the direction of the lead state's State Procurement Official, and in accordance with that state's procurement statutes, regulations, and policies.

The State of Arizona is the current lead state and contract administrator for the NVP SVAR contract. A request for competitive sealed proposals was issued by the State of Arizona on behalf of NASPO ValuePoint and contracts were awarded to nine resellers: Accel BI, CDW-Government LLC, Dell Marketing, Insight Public Sector, Mythics LLC, SHI International Corp., SoftChoice, Solai & Cameron, and Zones, LLC.

ITS will establish Participating Addendums (PAs) with awarded resellers. A list of currently available PAs as well as vendor specific information will be maintained on the NASPO SVAR information page on the ITS website.

Note: Throughout this document, "Participating Addendum" may be used interchangeably with "agreement" or "contract."

2. Effective Dates

The Participating Addendum contracts will be valid from the signature date of this memo through April 24, 2027.

3. **Who May Use**

- 3.1 These Participating Addendums may be used by Mississippi state agencies, universities, community/junior colleges, and local governing authorities (cities, counties, school districts, etc.) These agreements do not include private entities, private schools, or private universities.
- 3.2 Any entity using these agreements must abide by the instructions in this memorandum even if that entity is not under ITS purview.
- 3.3 Local governmental entities are able to use these agreements in lieu of conducting their own procurements, based on MS Code 37-7-13(m)(xi) that allows governing authorities to do so as an exception to the bidding requirements found in Public Purchasing Code.

4. **Dollar Limitations of Use**

- 4.1 The maximum dollar limitation for using the Participating Addendums is \$250,000 per project.
- 4.2 Projects costing in excess of \$250,000 are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the dollar limitation is described in the [ITS Procurement Handbook](#) under the EPL Planned Purchase process, Rule 207.7: 013-080. The Procurement Handbook is available in the Publications section of the ITS website.
- 4.3 ITS may decide whether use of the Participating Addendums is appropriate or not for a given purchase.

5. **Microsoft Purchases**

These Instructions for Use of the NASPO ValuePoint (NVP) Software Value-Added Reseller (SVAR) Cooperative Agreement should not be used to purchase Microsoft products. ITS has published Instructions for Use (available here: <https://www.its.ms.gov/procurement/microsoft-purchases>) covering two options for making Microsoft projects. Customers shall carefully evaluate the purchasing option that best fits their project.

6. **Oracle Products**

The NASPO ValuePoint Software Value-Added Reseller Cooperative should not be used to purchase Oracle Products. Customers needing Oracle products should submit a project request to ITS.

7. **Scope of Software and Services**

- 7.1 In Scope
- 7.1.1 Software licenses for Software as a Service (SaaS) and Commercial Off-the-Shelf Software (COTS)

PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$250,000 PER PROJECT.

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Pricing on this list expires 04/24/2027.

Customer MUST obtain pricing from, at minimum, two available ITS NASPO SVAR vendors. Any projects over \$250,000 are beyond the scope of this process and subject to further ITS review and authorization.

- 7.1.2 Software Maintenance and Support Agreements
- 7.1.3 Services limited to Basic Installation, Configuration, Training, and Maintenance
- 7.2 Out of Scope
 - 7.2.1 Managed Services
 - 7.2.2 These agreements may not be used to purchase customized software or to purchase services to modify software. Software requiring additional development or programming in order to achieve the desired functionality is outside the scope of these agreements.

8. **Obtaining Quotations**

- 8.1 Customers may browse available products by visiting the vendor catalog websites listed on the NASPO SVAR information page on the ITS website.
 - 8.1.1 Some websites may require the creation of a username and password. Please follow the applicable instructions on the website. For assistance using vendor websites, please contact the appropriate seller using the contact information included in the Vendor Contact Information pages on the ITS website.
 - 8.1.2 Please note that products may be visible that are outside the scope of this agreement. Always refer to the then current ITS Instructions for Use document to verify whether or not a product is in scope. You may also contact the ISS Help Desk if you have any questions about whether or not a product is within the intended scope.
- 8.2 Customers must obtain written quotes from at least two resellers in order to receive contract prices. Prices displayed on the websites will often not be the contract price. Contact information for approved vendors is provided in the Vendor Contact Information pages on the ITS website.
- 8.3 All quotations must include a printed reference to the applicable NASPO ValuePoint SVAR Agreement.
- 8.4 All items quoted must be within the scope of these agreements.
- 8.5 Resellers are required to honor all quotes for thirty (30) calendar days. If it is known that a price increase will occur during the thirty calendar days following the quote, the reseller may provide two quotes, based on the date the order is received.

9. **Place Your Order**

- 9.1 Select the lowest cost quotation that meets your requirements.

PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$250,000 PER PROJECT.

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Customer MUST obtain pricing from, at minimum, two available ITS NASPO SVAR vendors. Any projects over \$250,000 are beyond the scope of this process and subject to further ITS review and authorization.

- 9.2 Place your order directly with the approved resellers. Some vendor catalog sites may have shopping cart functionality. Utilizing this functionality will NOT ensure you get the contracted price. Orders should be placed as directed in the Vendor Contact Information pages on the ITS website.
- 9.3 Confirm your order with the reseller and issue appropriate purchase orders:
 - 9.3.1 Reference NASPO ValuePoint Software Value-Added Reseller (SVAR) Agreement on your purchase order.
 - 9.3.2 The purchase order and quote should match in terms of items purchased, quantities purchased and total amount.

10. **Mississippi’s Accountability System for Government Information and Collaboration (MAGIC)**

- 10.1 State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC).
- 10.2 MAGIC contract numbers are listed with the individual resellers in the Vendor Contact Information pages on the ITS website.
- 10.3 State agency customers will be required to use NIGP codes when purchasing through Mississippi’s Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using agreements.

Object NIGP Code:	Use For:
92003	Hosting
92007	Application Software/Maintenance/Support
92045	Software Maintenance/Support
92046	Software Updating Services
20811	Microcomputer Software, Application Software
20880	Microcomputer Software, Software (Not Otherwise Classified)

- 10.4 The following must be uploaded to MAGIC as attachments to your Purchase Order:
 - 10.4.1 Quotations from a minimum of two resellers.
 - 10.4.2 A copy of this Instructions for Use Memorandum.
 - 10.4.3 A copy of the winning vendor’s Contact Information Page
 - 10.4.4 A copy of the related project from the ITS TechPlan System located at <https://techplan.its.ms.gov/Pages/Login.aspx>

PURCHASES MADE FROM THIS LIST MAY NOT EXCEED \$250,000 PER PROJECT.

Pricing on this list expires 04/24/2027.

Customer MUST obtain pricing from, at minimum, two available ITS NASPO SVAR vendors. Any projects over \$250,000 are beyond the scope of this process and subject to further ITS review and authorization.

- 10.4.5 Please note that if MAGIC routes your purchase order to ITS for approval, ITS will vet the information provided and may have additional requirements before approving your Purchase Order. Any deviation from this Instructions for Use Memorandum may result in delays in the approval of your purchase.

11. **What Goes in Your Purchase/Audit File?**

Make sure you provide adequate documentation that you followed the recommendations and directives in this Instructions for Use Memorandum. At a minimum, include:

- 11.1 A copy of your purchase order.
- 11.2 A copy of all quotes received.
- 11.3 A copy of this Instructions for Use Memorandum.
- 11.4 A copy of the winning vendor's Contact Information Page
- 11.5 A copy of the related planning form from the ITS TechPlan System.
- 11.6 Any additional project-related documentation or justification.

12. **To Report Problems or Request Assistance**

- 12.1 If you have any feedback that may help us to improve this process, or if you have any problems with your order, please let ITS know. We suggest you notify the vendor of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:
 - 12.1.1 Email: EPL.Team@its.ms.gov
 - 12.1.2 FAX: (601) 713-6380
 - 12.1.3 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211
- 12.2 If you have questions about using this document, please contact the Procurement Help Desk at isshelp@its.ms.gov.