

Instructions for Use Memorandum

To: ITS Customers Requesting Software
From: Craig P. Orgeron, CPM, Ph.D
Date: November 3, 2023 (*Revised March 19, 2025*)
Re: Instructions for Use of the NASPO ValuePoint (NVP) Software Value-Added Reseller (SVAR) Cooperative Agreement
CC: ITS Project File Numbers 46432

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 \$500,000 per project. Please note that ITS Board Approval is required for all projects in excess of \$250,000 for State Agencies without approved IT plans on file in the ITS TechPlan System.
- 4.2 Projects costing in excess of \$500,000 are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the dollar limitation is issued pursuant to ITS rules and regulations. 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)

- 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 If you are utilizing the planned purchase procedure, and your purchase is over \$1,000,000, you must solicit quotations from a minimum of three sellers and ITS Board approval will be required.
- 8.4 All quotations must include a printed reference to the applicable NASPO ValuePoint SVAR Agreement.
- 8.5 All items quoted must be within the scope of these agreements.
- 8.6 Quotes must be identical in quantities purchased and in terms of service.
- 8.7 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.
- 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 (three if over \$1,000,000).

- 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>

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 If the purchase is related to a project that is part of the Agency's IT Plan, 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.