
Instructions for Use Memorandum

To: ITS Customers Requesting Commercial off-the-Shelf Software
From: David C. Johnson
Date: February 25, 2019 (*Revised April 15, 2021*)
Re: Instructions for Use of the NASPO ValuePoint (NVP) Software Value-Added Reseller (SVAR) Cooperative Agreement
CC: ITS Project File Numbers 44487, 46134

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. The ITS Software Express Products List 3758 expired January 31, 2019 and is being replaced by this NASPO ValuePoint Software Value-Added Reseller (SVAR) Cooperative.

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 four resellers: CDW-Government LLC, En Pointe Technologies, Insight Public Sector, and SHI International Corp.

ITS has established Participating Addendums (PAs) with three of the four awarded resellers for use of the NVP SVAR Master Price Agreements (MPAs) executed by the State of Arizona. Those three awarded resellers are CDW-Government LLC, Insight Public Sector, and SHI International Corp. En Pointe Technologies has been acquired by Insight Public Sector and therefore did not renew their PA.

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 January 7, 2022.

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 available at the link below:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf>

4.3 ITS may decide whether use of the Participating Addendums is appropriate or not for a given purchase.

5. **Microsoft Purchases**

5.1 The NASPO ValuePoint Software Value-Added Reseller Cooperative should not be used to purchase Microsoft products. ITS has published EPL No. 3736 available at <https://www.its.ms.gov/Procurement/Pages/Microsoft.aspx> for the purchase of Microsoft products.

5.2 Please be advised that ITS is exploring the creation of a Statewide Enterprise Agreement for future Microsoft purchases. More information will be published when available.

6. **Citrix License Renewals**

The NASPO ValuePoint Software Value-Added Reseller Cooperative should not be used to purchase Citrix license renewals. Customers needing renewals for Citrix licenses should submit a project request to ITS.

7. **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.

8. **Scope of Software and Services**

	IN SCOPE Offerings Allowed	OUT OF SCOPE Not Allowed
Software	Commercial off the Shelf Software (COTS)	Custom/Customized Software
Licensing Type	Individual Licensing, Volume Licensing, Enterprise Licensing	Not Applicable
Licensing Period	Perpetual, Subscription	Not Applicable
Delivery	Shrink-Wrap, Download	Not Applicable
Hosting as Part of Delivery & Use	On-Premise, Off-Premise	Managed Services
		Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as an MSP, on behalf of a customer. <i>mspalliance.com/definition-of-managed-services/</i>
Services	Basic Installation, Training, and Maintenance Activity which <u>does not require</u> Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work)	Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties.

8.1 Commercial Off-the-Shelf Software (COTS) means software that has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.

8.2 The Participating Addendums may be used for software licenses, software maintenance packages, and software technical support for COTS software.

8.3 These agreements may not be used to purchase customized software or to purchase modifiable software. Software with modifiable source code and software requiring additional development or programming in order to achieve the desired functionality is outside the scope of these agreements.

9. **Obtaining Quotations**

- 9.1 Customers may browse available products by visiting the vendor catalog websites listed in Item 14, Vendor Contact Information below.
 - 9.1.1 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 Information section below.
 - 9.1.2 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.
- 9.2 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 section below.
- 9.3 All quotations must include a printed reference to the applicable NASPO ValuePoint SVAR Agreement.
- 9.4 All items quoted must be within the scope of these agreements.
- 9.5 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.

10. **Place Your Order**

- 10.1 Select the lowest cost quotation that meets your requirements.
- 10.2 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 section below.
- 10.3 Confirm your order with the reseller and issue appropriate purchase orders:
 - 10.3.1 Reference NASPO ValuePoint Software Value-Added Reseller (SVAR) Agreement on your purchase order.
 - 10.3.2 The purchase order and quote should match in terms of items purchased, quantities purchased and total amount.

11. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC)**

- 11.1 State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC).
- 11.2 MAGIC contract numbers are listed with the individual resellers in the Vendor Contact Information.
- 11.3 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

- 11.4 The following must be uploaded to MAGIC as attachments to your Purchase Order:
 - 11.4.1 Quotations from a minimum of two resellers.
 - 11.4.2 A copy of this Instructions for Use Memorandum.
 - 11.4.3 A copy of the related project from the ITS TechPlan System located at <https://techplan.its.ms.gov/Pages/Login.aspx>
 - 11.4.4 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.

12. **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:

- 12.1 A copy of your purchase order.
- 12.2 A copy of all quotes received.
- 12.3 A copy of this Instructions for Use Memorandum.
- 12.4 A copy of the related planning form from the ITS planning system.
- 12.5 Any additional project-related documentation or justification.

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

13.1 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:

13.1.1 Email: EPL.Team@its.ms.gov

13.1.2 FAX: (601) 713-6380

13.1.3 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211

13.2 If you have questions about using this document, please contact the Procurement Help Desk at isshelp@its.ms.gov.

14. **Vendor Contact Information**

14.1 CDW Government LLC

MASTER AGREEMENT NO. ADSP016-130652		
Contacts: Kyle Prochaska State & Local Account Manager - MS kylepro@cdwg.com 877-325-8221 Sia Pettaras Sales Manager – K -12 siapett@cdwg.com 866-443-0263 Mark Roeser Sales Manager – Hi-Ed markroe@cdw.com 877-689-4665 312-705-0378 Michael Confort Program Manager, State & Local michael.confort@cdw.com 312-705-9380	Place Order: CDW Government LLC 230 N Milwaukee Ave Vernon Hills, IL 600621 Remit To: CDW Government LLC 230 N Milwaukee Ave Vernon Hills, IL 60061	MAGIC Supplier # 3100006897 MAGIC Contract # 8500000641
NASPO SVAR Website for Mississippi: www.cdwg.com/nvpssoftware		
Contract Documents: https://www.naspo.valuepoint.org/portfolio/software-var-2016-2021/cdw-g/		

14.2 Insight Public Sector, Inc.

MASTER AGREEMENT NO. ADSP016-138244		
Contact: Sean Phillips sean.phillips@insight.com 800-467-4448 Ext 6238 480-409-6238	Place Order: Insight Public Sector, Inc. 6820 S. Harl Ave. Tempe, AZ 85283-4318 Remit To: Insight Public Sector, Inc. P.O. Box 731072 Dallas TX 75373-1072	MAGIC Supplier #3100005781 MAGIC Contract #8500000580
NASPO SVAR Website for Mississippi: https://www.ips.insight.com/naspo <i>Special Instructions:</i> Select Mississippi from the drop-down menu and the Mississippi contract page will load. While you may want to create a Username and Password in order to use all functions of the site, a user account is not required to browse available products. Follow the link styled "To view contract pricing, click here. " to see the available products. You can browse Insight's offerings by selecting "Buy" then "Shop Products" and finally "Software". You can browse all software or selected categories. Please remember that there may be products listed on the site which are prohibited elsewhere in this Instructions for Use document.		
Contract Documents: https://www.naspo.valuepoint.org/portfolio/software-var-2016-2021/insight-public-sector/		

14.3 SHI International Corp

MASTER AGREEMENT NO. ADSP016-130651		
Contacts: Mississippi Inside Team LA/MS@shi.com 888-764-8888 Craig Bailey Craig.Bailey@shi.com 512-655-5199	Place Order: SHI International Corp State of Mississippi Team 290 Davidson Avenue Somerset, NJ 08873 Remit To: SHI International Corp PO Box 952121 Dallas, TX 75395-212	MAGIC Supplier # 3100035413 MAGIC Contract # 8500000590
NASPO SVAR Website for Mississippi: https://www.publicsector.shidirect.com/default.aspx Select the appropriate Sector from the dropdown box in the middle of the page and select Mississippi from the State dropdown box.		
Contract Documents: https://www.naspo.valuepoint.org/portfolio/software-var-2016-2021/shi-international-corp/		