
Instructions for Use Memorandum

To: Customers Requesting IT Hardware, Software, and Related Professional Services

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

Date: March 31, 2025

Re: Instructions for Use: GSA MAS IT Category (Schedule 70) and GSA eBuy

1. Introduction

- 1.1 The General Services Administration (GSA) is a federal agency that provides centralized procurement for the U.S. government. One of its most widely used contracting vehicles is the Multiple Award Schedule (MAS) program, which allows government agencies to purchase a wide range of commercial products and services at pre-negotiated prices from pre-approved vendors. As part of this program, GSA administers the Information Technology (IT) Category. This contract is commonly called IT Schedule 70. This category includes IT hardware, software, cloud computing, cybersecurity, and professional IT services.
- 1.2 The GSA eBuy system is an online Request for Quote (RFQ) platform that supports the MAS program. eBuy enables government entities to issue RFQs and solicit competitive quotes directly from qualified GSA contractors. eBuy allows for more complex IT acquisitions, particularly those involving custom configurations, bundled services, or requirements not easily met through simple catalog purchases.
- 1.3 GSA's Cooperative Purchasing Program extends the use of certain GSA MAS contracts to state and local governments.
- 1.4 The Mississippi Department of Information Technology Services (ITS) recognizes the value of leveraging GSA's Cooperative Purchasing Program and has established procedures for eligible entities in Mississippi to compliantly access IT products and services through GSA eBuy.

2. Disclosure Regarding the Use of GSA Schedule 70

Important Notice to Mississippi State Entities

ITS is providing access to GSA Schedule 70 as a procurement option. However, it is crucial for all eligible State entities to understand the following:

- 2.1 **GSA Schedule 70 may not be the best or most cost-effective procurement option for the State of Mississippi.** While it offers a wide range of products and services, other procurement methods may yield more favorable terms, pricing, and alignment with State-specific needs.
- 2.2 **ITS has not vetted any vendors listed on the GSA Schedule 70, nor has ITS negotiated any underlying agreements on behalf of the State of Mississippi.** State entities utilizing the GSA Schedule 70 are solely responsible for conducting their own due diligence, including:
 - 2.2.1 Thoroughly researching potential vendors.
 - 2.2.2 Evaluating the quality and suitability of products and services.
 - 2.2.3 Negotiating and finalizing all contract terms and conditions.
 - 2.2.4 Ensuring compliance with all applicable State and federal laws and regulations.
- 2.3 **State entities assume all risks associated with using the GSA Schedule 70.** This includes, but is not limited to, risks related to vendor performance, product quality, pricing, and contractual obligations.
- 2.4 **Availability due to Demand:** This option is being made available due to increasing demand for use by State agencies.
- 2.5 **ITS Commitment to Alternative Options:** ITS is actively committed to expanding and promoting other Mississippi-managed cooperative agreements and express procurement options. These alternatives may offer:
 - 2.5.1 More favorable terms and pricing.
 - 2.5.2 Greater alignment with State requirements.
 - 2.5.3 Increased participation of local Mississippi vendors.
- 2.6 **Recommendation:** State entities are strongly encouraged to explore and consider these alternative procurement options before utilizing the GSA Schedule 70.

By proceeding with the use of the GSA Schedule 70, the State entity acknowledges and accepts all risks and responsibilities outlined in this disclosure.

Please contact ITS Procurement for further information and guidance on alternative procurement options.

3. **Scope of Allowed Purchases Using GSA Schedule 70**

- 3.1 Customers may use GSA Schedule 70 to purchase items under ITS purview including IT hardware, software, and services.
- 3.2 Below are important links you may need when using the GSA Schedule 70.

EPL Main Page	ITS > Procurement > Express Products List
Procurement Handbook	ITS > Procurement > ITS Procurement Handbook
GSA MAS IT Category Home	https://www.gsa.gov/technology/it-contract-vehicles-and-purchasing-programs/multiple-award-schedule-it
GSA eLibrary	https://www.gsaelibrary.gsa.gov/ElibMain/home.do (Select "Information Technology" from Category Guide)
GSA eBuy	https://www.ebuy.gsa.gov
GSA eBuy Buyer Job Aid (PDF Guide to using eBuy System)	https://www.ebuy.gsa.gov/ebuy/assets/content/eBuy-Buyer_jobaid.pdf

4. **Leveraging State Technology Resources**

- 4.1 ITS statute, House Bill 1450, Section 3. Section 25-53-5, Mississippi Code of 1972 Amended, article (t) requires that ITS, manage one or more State Data Centers to provide information technology services on a cost-sharing basis to all State agencies. This is done in an effort to promote consolidation and cooperation in the acquisition of technology infrastructure for State government and that ITS acquires and operates the information technology necessary to provide services to the State agencies in a manner that maximizes efficiency and economy. Budgetary constraints require us to assess how we do business and to consider Mississippi State government as one enterprise, and where possible, build a technology infrastructure once, to be used by many.
- 4.2 Customers are encouraged to explore existing State resources, including those available at the State Data Center, in an effort to effectively share resources and leverage the State's investments in technology.
 - 4.2.1 Customers may use off-site backup but are encouraged to consider the benefits of the ITS Data Center that offers storage and is staffed 24 x 7 x 365 days a year.
- 4.3 Prior to purchasing high-end storage items, Customers are highly encouraged to consider off-site backup solutions as well as storage opportunities offered by ITS.
- 4.4 ITS reserves the right to limit the use of the GSA Schedule 70 to our Customers.

5. **Effective Dates**

These instructions are effective immediately and remain in effect until superseded or updated by ITS.

6. **Who May Use**

- 6.1 GSA Schedule 70 may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.), collectively referred to as Customer.
- 6.2 Any entity using this GSA Schedule 70 must abide by the instructions in this memorandum even if that entity is not under ITS purview.
- 6.3 Local governmental entities are able to use the GSA Schedule 70 in lieu of conducting their own procurements, based on MS Code 31-7-13(m)(xi) that allows 'governing authorities' to do so as an exception to the bidding requirements found in Public Purchasing Code.

7. **Dollar Limitations of Use**

- 7.1 The purchase limit is \$500,000 per project per fiscal year (July-June) for the use of GSA Schedule 70 without additional approval from ITS. 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.
- 7.2 For K-12 Schools, the dollar limitation is interpreted by ITS to be \$500,000 per project per school or campus per fiscal year.
- 7.3 For projects costing in excess of \$500,000:
 - 7.3.1 Customers will submit a planned purchase project to ITS.
 - 7.3.2 ITS will review these planned purchases for the limited purpose of verifying the procurement was conducted in accordance with the Customer's issued solicitation and these Instructions for Use.
 - 7.3.3 ITS will check to see that all required documentation has been obtained by the Customer.
 - 7.3.4 ITS will issue approval to spend in the form of a CP-1 Acquisition Approval Document to the selected vendor.
 - 7.3.5 ITS Board Approval Thresholds
 - 7.3.5.1 Projects with a cumulative total in excess of \$1,000,000 require ITS Board approval.
 - 7.3.5.2 Projects for professional services only costing in excess of \$500,000 require ITS Board approval.
 - 7.3.5.3 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.
 - 7.3.5.4 A business case must be completed on all IT projects requiring ITS Board Approval prior to purchase. ITS has

developed an IT Project Business Case Workbook to assist agencies in preparing the business case. Business case documentation may be found on the ITS website at <https://www.its.ms.gov/services/planning-agency-it-plans>.

7.4 There is zero delegation for telecommunications for state agencies. Per state statute, all telecommunications systems and services affecting the management and operations of the State must be acquired through ITS.

8. **Special Instructions for Microsoft Purchases**

GSA Schedule 70 can be used to purchase Microsoft software and services.

8.1 Microsoft Enterprise Agreement (EA) and Select Plus Academic Purchases

8.1.1 *Academic Select Plus Affiliate Registration Form* Each Customer is encouraged to fill out a separate "Select Plus Affiliate Registration Form".

8.1.2 *Three-Year Commitment for EAs and Select Plus Software Assurance* In the case of an Enterprise Agreement, or when an initial three-year commitment is made for Software Assurance under Select Plus, it is not required that the Customer continue to solicit competitive quotations after year one of the three-year EA or SA term.

8.2 Adding Additional Products During the Life of an EA

8.2.1 During the three-year commitment of an EA, Customers who need additional in-scope products not included in the original solicitation may add them to their existing EA without resoliciting quotes if the agency can document the benefits (ex: cost savings, software assurance coverage, MSFT discounts, etc.) and include those benefits in their project file.

8.2.2 When Customers purchase true-up licenses or add additional products to their EA, the increase must be considered for the Dollar Limit prior to purchase or reservation and may become subject to the planned purchase process (Refer to Item 7. **Dollar Limitations of Use**). It is important to forecast your use for the entire three-year period before entering into the agreement so that the dollar limitations can be applied correctly.

9. **Special Instructions for Azure and AWS Purchases**

9.1 State Government Agencies within the Enterprise State Network

9.1.1 State agency Customers within the Enterprise State Network managed by ITS will not purchase AWS (IaaS, cloud-native PaaS, and AWS Badged Professional Services) directly or add Azure Cloud Purchases to their EA directly but instead should open a Service Request Ticket through the ITS Technical Support Service Center for assignment to an

ITS Operations Project Manager. State agency Customers within the Enterprise State Network managed by ITS will not solicit quotes for Azure or AWS Purchases. State agency Customers should include at minimum a brief description of the environment being requested. A ticket may be entered by one of the follow methods:

9.1.1.1 Online: <https://servicedesk.dc.ms.gov/CAisd/pdmweb.exe>

9.1.1.2 E-mail: Service.Center@its.ms.gov

9.1.1.3 Phone: 601-432-8080

9.1.2 The ITS Operations Project Manager will work with the State agency Customer and the appropriate vendor to establish account information so usage billing can be passed through correctly.

9.1.3 The State agency Customer will be responsible for the administration and charges associated with the requested cloud environment.

9.2 Non-State Government Entities (IHLs, Community Colleges, local governing authorities) and State Agencies outside of the Enterprise State Network:

9.2.1 For AWS Purchases, Non-State Government Entities and State Agencies outside of the Enterprise State Network have no special instructions and must follow the standard instructions.

9.2.2 For Azure Purchases, Non-State Government Entities and State Agencies outside of the Enterprise State Network have additional options, listed below. Please note that purchasing Azure through a Cloud Service Provider (CSP) could require a technical migration in the future. Please consult with Microsoft support prior to choosing this option.

9.2.2.1 Inclusion on entity's existing Enterprise Agreement (EA)

9.2.2.2 Microsoft EPL 3736, expires July 2025

[MICROSOFT PURCHASES | Mississippi Department of Information Technology Services](#)

9.2.2.3 NASPO Software Value Added Reseller Cooperative Agreement (SVAR), expires April 24, 2027

[NASPO SVAR FOR MICROSOFT PURCHASES | Mississippi Department of Information Technology Services](#)

10. **Step-by-Step Guide for Using GSA Schedule 70 for Your Purchase:**

10.1 **Register for GSA eBuy.** Customers will need to create an eBuy Buyer account on the GSA website at <https://www.ebuy.gsa.gov>. A complete guide to using the

eBuy system with detailed instructions and screenshots can be found on the GSA website. A link to this guide is provided in Item 3 of this memo.

- 10.2 **Create the RFQ.** Customers will create and issue an RFQ solicitation for the type of product and/or part numbers and provide a brief description and overview of what is being requested along with any background information vendors should know.
 - 10.2.1 Verify the requirements for your purchase.
 - 10.2.2 Describe your existing equipment and software in your solicitation.
 - 10.2.3 Consider life-cycle maintenance costs
 - 10.2.3.1 Investigate the total life cycle cost, including maintenance costs and requirements. Some license agreements require the Customer to purchase subsequent software maintenance.
 - 10.2.3.2 Be sure to ask the vendors if the license is perpetual or subscription.
 - 10.2.4 If a Customer wishes to capture pricing for optional items, meaning products or services that at the time of solicitation the Customer is undecided if they will purchase or not, the Customer must include these optional items in their solicitation and their cost evaluations. Customer must also include the cost for the optional items in their total lifecycle cost for determining Dollar Limit Thresholds, regardless of if or when these items will be purchased.
 - 10.2.5 In general, when soliciting responses from GSA eBuy, specifications must be competitive and open and not name a specific product or manufacturer. The [ITS Procurement Handbook](#) provides guidance on when it is appropriate to issue brand specific specifications. ITS does permit the issuance of brand specific specifications when using GSA Schedule 70 under the following conditions:
 - 10.2.5.1 There are multiple vendors who can provide competitive pricing for the requested acquisition.
 - 10.2.5.2 Justification for issuing the brand specific solicitation is well-documented on the Justification for Brand Specification Request Form available on the ITS website and kept with your purchase/audit file.
- 10.3 **Select Vendors to Receive RFQ.** Send your solicitation to all vendors approved for the category you choose.
- 10.4 **Set a Response Time.** Set a deadline for vendors to respond. Customers must allow at least five (5) business days from the date the solicitation is released for vendors to respond. Customers will not begin to evaluate solicitations until the

proposal window has closed. A longer period is recommended for more complex requirements.

- 10.5 **Develop Evaluation Criteria.** Determine how you will evaluate responses to determine the awarded Vendor and include this in your solicitation.
- 10.6 **Review Quotes.** Once the deadline passes, log back in and review the vendor submissions. Evaluate based on your criteria. You may request clarifications if needed.
- 10.7 **Make Award.** Select the lowest vendor or the lowest and best vendor. Document your decision according to procurement policy.
- 10.8 **Issue PO.** If your purchase is below \$500,000, and you are not required to use MAGIC, you may place your order and issue your PO.

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).

11.1.1 Create your MAGIC contract.

11.1.1.1 The Contract Type should be "CNTR" and you must fill in the required fields.

11.1.1.2 On Header tab (Additional Information), select "COMPETITIVE RFX" for Request Type.

11.1.1.3 On Header tab (Additional Information), select "GSA" for Contract Category.

11.1.1.4 On Header tab (Additional Information), select one of the following for Material/Service Type:

11.1.1.4.1 IT EQUIPMENT

11.1.1.4.2 IT PROFESSIONAL SERVICES

11.1.1.4.3 IT SOFTWARE

11.1.2 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 GSA Schedule 70.

NIGP Code:	NIGP Product Description
20453	Microcomputers, Desktop or Tower-based
20454	Microcomputers, Handheld, Laptop, and Notebook

NIGP Code:	NIGP Product Description
20496	Workstations: SPARC, RISC, etc. (For Use With CAD/CAM, etc.)
20460	Monitors, Color and Monochrome (CGA, VGA, SVGA, etc.)
20491	Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc.)
20493	Terminals and CRTs: Data Processing Systems
20687	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
20689	Mini & Mainframe Computers, Storage Devices, Electronic
20775	Projection Devices and Accessories: Interactive Conferencing Boards, LCD, Pads, Panels, etc.
20811	Microcomputer Software, Application Software
20880	Software, Microcomputer (Not otherwise Classified)
28754	Power Supplies, Computer Room
84056	Teleconference Systems, Audio/Video (To Include Video on Demand Systems)
84055	Switchers, Audio and Video
91871	IT Professional Services
92003	Hosting
92005	Computer Services, App, Infrastructure, Hosting & Cloud Comp
92007	Computer Services, Application Software
92031	Installation of Computers, Peripherals, and Related Equipment (Including Software)
92045	Software Maintenance/Support
92046	Software Updating Services
92047	Support Services, Computer (Includes Computer Warranties)
95877	Project Management Services
96182	Transportation Services (Not Otherwise Classified)

11.1.3 On the Notes and Attachments tab, specify “GSA Schedule 70” as a Short Contract Description

11.1.4 The following must be attached to the MAGIC Contract on the Notes and Attachments tab:

11.1.4.1 A copy of all responses received (winning vendor response must be made visible).

11.1.4.2 A copy of the solicitation that was sent to vendors.

11.1.4.3 Screenshots of vendors who received and responded to the RFQ. Below is an example screenshot from the eBuy system showing an agency’s RFQ and its high-level information as well as the vendor responses.

11.1.4.4 Documentation detailing your evaluation and justifying your selection.

11.1.4.5 A copy of this Instructions for Use Memorandum.

- 11.1.4.6 If the purchase is related to a project that is a part of the Agency's IT Plan, a copy of the related planning form from the ITS planning system.

12. **Registration Requirements for Awarded Vendors**

It is the responsibility of the Customer to ensure that the selected vendor is properly registered with the State before making an award.

12.1 **Registration in MAGIC (Required if Customer is Required to Use MAGIC).**

12.1.1 Vendors must be registered in the Mississippi Accountability System for Government Information and Collaboration (MAGIC) in order to receive payment.

12.1.2 Payments to the awarded vendor for all goods and services acquired under this vehicle by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, vendors should visit the following website: <http://portal.paymode.com/ms/>.

12.1.3 Customers should confirm the vendor's registration status or assist them with submitting the required registration forms.

12.1.4 Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

12.2 **Registration with MS Secretary of State.**

12.2.1 If the selected vendor is a corporation, limited liability company, or other legal entity doing business in Mississippi, it must be registered and in good standing with the Mississippi Secretary of State.

12.2.2 Customers should verify the vendor's status via the SOS business search portal.

12.3 **Enrollment in E-Verify.**

12.3.1 All vendors must comply with the Mississippi Employment Protection Act by enrolling and participating in the E-Verify program.

12.3.2 Customers must collect a signed certification or obtain confirmation that the vendor is actively enrolled.

13. **Compliance Requirements**

Customer is responsible for ensuring vendor complies with all applicable laws and regulations including, but not limited to the following:

- 13.1 **Compliance with ITS Enterprise Security Policy.** Projects involving sensitive data, state systems, or infrastructure must comply with the ITS Enterprise Security Policy, which defines minimum security standards for vendors and contractors. This document is available in the Policy section of the ITS website.
- 13.2 **Compliance ITS Cloud Hosting Policy.** If your project includes cloud services (SaaS, IaaS, PaaS), ensure that the vendor complies with the ITS Cloud Hosting Policy, including data residency, breach notification, and encryption requirements. This document is available in the Policy section of the ITS website.
- 13.3 **Mississippi Employment Protection Act.** Vendors must comply with the Mississippi Employment Protection Act by registering with and using the E-Verify system to verify the lawful employment status of all employees assigned to the project.
- 13.4 **Prohibition on Certain Technologies.** (National Security on State Devices and Networks Act, Miss. Code Ann. §25-53-193) Customers are prohibited from purchasing or using information technology products or services from certain foreign-owned entities identified as security risks. Vendors must certify that their solutions do not include banned hardware or software.
- 13.5 **HIPAA, HITECH, IRS Pub. 1075.** (if handling sensitive or federal tax data) Projects involving protected health information (PHI), electronic health records, or federal tax data must comply with all applicable federal privacy and security regulations, including HIPAA, HITECH, and IRS Publication 1075.
- 13.6 **Mississippi Data Breach Notification Law.** (§75-24-29) Vendors must comply with Mississippi's data breach law by providing timely written notice to affected individuals and the State if any personal information is compromised as a result of a security breach.
- 13.7 **National Defense Authorization Act (NDAA) Section 889.** Vendors must certify compliance with Section 889 of the NDAA, which prohibits the use of certain telecommunications equipment and services produced by specific Chinese companies, such as Huawei and ZTE, in the performance of federal- or state-funded contracts.
- 13.8 **Federal Compliance Clauses.** Vendors must understand that any supplemental agreement and/or purchase order made in accordance with these Instructions for Use may be paid for in whole or in part with federal funds. Therefore, Vendor must comply with all rules and regulations governing federal awards, including but not limited to 2 S.F.R. Part 200 and any other additional funding terms and conditions provided by Customer.

14. **Project Specific Contract Considerations**

Additional terms and conditions may be negotiated between the Customer and vendor at the time of sale, as needed, as a supplement to underlying agreements. **These additional negotiations are the responsibility of the Customer** in accordance with applicable laws and regulations. A list of considerations includes, but is not limited to the following:

- 14.1 **Disclosure of Subcontractors.** Vendor must disclose all subcontractors, fulfillment partners, or resellers involved in the project.
- 14.2 **AI Disclosure.** Vendor must notify the Customer if any artificial intelligence (AI) tools or features are included in the product or service being provided.
- 14.3 **Cloud or Hosted Solutions.** Any cloud-hosted or offsite solution must comply with ITS Cloud Hosting and Security Policies, including requirements for U.S.-based data storage and disaster recovery.
- 14.4 **Physical Installation Requirements.** For projects involving on-site hardware installation, Customers should coordinate delivery logistics, ensure secure access to facilities, and establish clear remediation terms in case of damage or disruption.
- 14.5 **Background Checks.** Vendors must ensure that all personnel with access to State systems or sensitive data have passed appropriate background checks, in accordance with agency policy and applicable law.
- 14.6 **Security Logs and Audit Access.** Vendors must retain and provide access to system logs relevant to the State's security monitoring and investigation efforts and must allow the State or its designees to audit systems as needed.
- 14.7 **System Acceptance Testing.** Customers should define acceptance testing criteria and timelines in writing. The State typically reserves at least 10 business days to validate successful installation and performance before payment or final acceptance.
- 14.8 **SLA Requirements.** For recurring services (such as cloud or managed services), vendors must meet defined Service Level Agreement (SLA) metrics including availability, uptime, response times, and resolution timelines.
- 14.9 **Data Ownership, Protection, and Location.** The State retains sole ownership of all data generated, stored, or processed under the contract. Vendors must protect this data from unauthorized access, use, or disclosure, and must not claim any rights or licenses to the State's data beyond what is necessary to fulfill the contract.
- 14.10 **Breach Notification.** Vendors must notify the State immediately—and no later than within the timeframe specified in applicable law or policy—if there is a suspected or actual security incident or data breach involving State information. Notification must include sufficient detail to assess scope, impact, and remediation steps.
- 14.11 **Encryption at Rest and in Transit.** All sensitive or confidential State data must be encrypted when stored ("at rest") and during transmission ("in transit") using

current industry standards. This applies to both on-premises and in cloud environments.

- 14.12 **Confidentiality of State Data.** Vendors must treat all State data as confidential and take reasonable steps to protect it from disclosure, including limiting access to only those personnel who need it for performance of the contract. Data may not be disclosed to third parties without the State's written consent.
- 14.13 **Data Return and Secure Disposal.** Upon contract termination or project completion, vendors must return all State data in a usable format and certify that any copies stored on their systems have been securely deleted or destroyed.
- 14.14 **Post-Termination Access Support.** Vendors must provide continued support and access to data or systems for a defined transition period following contract termination, to ensure continuity of operations.
- 14.15 **No data erasure during 90-day post-termination transition period.** Vendors must retain all State data for a minimum of 90 days after contract termination and may not erase or destroy such data during this transition period unless otherwise directed by the State.
- 14.16 **Insurance Requirements.** Vendors may be required to maintain specific types of insurance coverage—such as general liability, cyber liability, or professional liability—based on the project's scope and data sensitivity.
- 14.17 **Audit Rights.** The State reserves the right to audit the vendor's compliance with contractual and legal requirements, including security standards, service levels, and financial reporting.

15. **Required Standard Terms and Conditions**

It is the responsibility of the Customer to ensure all contracts and purchase orders issued under this program include or be supplemented by Mississippi's standard terms and conditions.

- 15.1 **Timely Payments for Purchases by Public Bodies.** Per Miss. Code § 31-7-305, agencies are required to make payment within forty-five (45) days of receiving a properly executed invoice and satisfactory delivery. Vendors should be informed of this statutory payment term and must accept it as a condition of doing business with the State.
- 15.2 **Availability of Funds (Non-Appropriation Clause).** All agreements must include a non-appropriation clause, stating that continuation of the contract in future fiscal years is contingent upon legislative appropriation of funds. Customers must ensure that the vendor accepts this term, which may override default GSA Schedule language.
- 15.3 **Mississippi Governing Law and Venue.** All contracts must be governed by the laws of the State of Mississippi, and any legal disputes must be resolved in a court of competent jurisdiction located in Mississippi. This clause overrides any conflicting terms in vendor agreements.

- 15.4 **No Binding Arbitration or Waiver of Jury Trial.** The State does not agree to binding arbitration or to waive its right to a jury trial in the event of a legal dispute. Any provision requiring such a waiver is considered null and void.
- 15.5 **Warranties. (No Disclaimer of Merchantability/Fitness for Purpose)** The vendor may not disclaim the implied warranties of merchantability or fitness for a particular purpose. The State must be assured that the goods or services provided will perform as expected for their intended use.

16. **Audit Integrity**

16.1 It is the responsibility of every Customer using GSA Schedule 70 to maintain proper records to reflect that all procurements from Schedule 70 are made in accordance with ITS policies and procedures.

16.2 What Goes in Your Purchase/Audit File?

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

16.2.1.1 Justification detailing the evaluation of other procurement options before selecting GSA Schedule 70.

16.2.1.2 A copy of brand specification documentation, if applicable.

16.2.1.3 A copy of the solicitation.

16.2.1.4 A copy of the CP-1 and purchase order.

16.2.1.5 A copy of the list of GSA Schedule 70 partners in receipt of the solicitation.

16.2.1.6 A copy of all responses received.

16.2.1.7 A copy of this Instructions for Use Memorandum.

16.2.1.8 If the purchase is related to a project that is a part of the Agency's IT Plan, a copy of the related planning form from the ITS planning system.

16.2.1.9 Documentation of the evaluation process.

16.2.1.10 Any additional project-related documentation or justification.

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

If you have any feedback that may help us to improve this process, please let ITS know. You may contact us in writing by one of the following ways:

17.1.1 E-mail: sshhelp@its.ms.gov

17.1.2 FAX: (601) 713-6380

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

If you have questions about using this Instructions for Use document, please contact the Procurement Help Desk at (601) 432-8166 or isshelp@its.ms.gov.

For help using GSA Schedule 70 or GSA eBuy, please refer to the links provided in Item 3 of this memo.

ITS is also available to host training on how to use express procurement options at a Customer's request. Please contact the ITS Procurement Help Desk if interested.