

IFB Questions and Clarifications Memorandum

To: Bidders Responding to Invitation for Bids (IFB) Number 4717 for the Mississippi Department of Revenue (DOR)

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

Date: September 5, 2025

Subject: Responses to Questions Submitted and Clarifications to Specifications

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IFB Number 4717 is hereby amended as follows:

- 1. IFB Attachment A: Bid Form, Section III: Specifications, Item 2.2 shall be and hereby is amended as follows:**
 - 2.2. Vendor must propose a ~~prime-shift~~ maintenance contract during the hours of ~~8:00 7:00~~ a.m. to ~~5:00 3:00~~ p.m. Central Time, Monday through Friday.
- 2. IFB Attachment A: Bid Form Section III: Specifications, Item 2.4 shall be and hereby is amended as follows:**
 - 2.4 DOR requires that all calls must be returned within one hour, and service personnel must be on-site within ~~eight~~ twenty-four (24) hours from receipt of phone call.
- 3. IFB Attachment F: Standard Contract Article 7.3 hereby is modified to read as follows:**
 - 7.3 Seller understands and agrees that Purchaser shall have: (a) a non-exclusive, non-transferable, enterprise-wide unlimited, ~~and perpetual~~ license for the software listed in Exhibit A; (b) the right to use and customize the software products and the related documentation for Purchaser's business open accordance with the terms and conditions of this Agreement; (c) unlimited use by licensed users of the software products acquired for Purchaser's operations; (d) use of such software products with a backup platform system, should it be deemed necessary by Purchaser; (e) the right to copy such software for safekeeping, backup, and disaster recovery purposes; (f) the right to combine the software with other programs and modules, and the right to create interfaces to other programs; and (g) the right to reproduce any and all physical documentation supplied under the terms of this Agreement.

4. IFB Attachment F: Standard Contract Article 12.2 hereby is modified to read as follows:

12.2 Seller will respond by telephone within one (1) hour to requests for warranty repair service Monday through Friday, 8:00 7:00 A.M. to 5:00 3:00 P.M. (Central Time), and will come on-site with the necessary crash kit within ~~four (4)~~ twenty four (24) hours from the point the call is made to service critical components and within ~~eight (8)~~ twenty four (24) hours from the point the call is made to service all other peripherals and related software and computer equipment.

5. IFB Attachment F: Standard Contract Article 13.2 hereby is modified to read as follows:

13.2 Seller will respond by telephone within one (1) hour to requests for unscheduled remedial maintenance Monday through Friday, 8:00 7:00 a.m. to 5:00 3:00 p.m. (Central Time), and will come on-site with the necessary crash kit within ~~four (4)~~ twenty four (24) hours from the point the call is made to service critical components and within ~~eight (8)~~ twenty four (24) hours from the point the call is made to service all other peripherals and related software and computer equipment.

The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: Attachment A, Section III Specifications, 2.2 contract hours (also Attachment F, 12.2 and 13.2): OPEX's standard hours are Monday through Friday, 7AM-3PM, site local time, excluding OPEX holidays. OPEX can provide coverage from 8AM-5PM (the current offering at MS DOR provided by OPEX is 8AM-4PM) but both the 8AM-5PM and 8AM-4PM requires additional cost. However, for our standard cost (which is less than the extra coverage required above) would MS DOR be interested in switching to 7AM-3PM coverage hours?

Response: Yes. See Amendments 1, 4, and 5 above.

Question 2: Attachment A, Section III Specifications 2.4 & Attachment F, Article 12 & 13 12.2 & 13.2 response time: The current contract in place with MS DOR has OPEX coming on-site during contracted hours for repairs within 24 hours from receipt of phone call. OPEX can only guarantee a 24-hour response time from receipt of phone call, OPEX will always work for as fast of a response time as possible, but 24-hour response time is the contracted response time we can supply for MS DOR.

Response: See Amendments 2, 4, and 5 above.

Question 3: Attachment A, Section III Specification 2.8 5% increase: Can MS DOR confirm if the 5% is year over year or for the length of the entire contract including optional years?

Response: A 5% increase will be permitted for any applicable renewals and can be provided at 5% year-over-year.

Question 4: Attachment F, Article 7.3 perpetual licensing: The current contract being provided to MS DOR uses annual licensing. Can MS DOR confirm it would like to continue using annual licensing or should OPEX switch to a perpetual licensing?

Response: A perpetual license is not required. See Amendment 3 above.

IFB responses are due Tuesday, September 16, 2025, at 3:00 p.m. (Central Time).

cc: ITS Project File Number 49178