



**State of Mississippi**  
Office of the Attorney General

**Request for Proposals**  
For a  
**Crime Commission Study**

**RFP Number 2015-AG-CS1**

**Contact information for this request for proposal:**

**Onetta Whitley, Deputy Attorney General**  
**c/o - Office of the Attorney General**  
**550 High Street**  
**Suite 1200, Walters Sillers Building**  
**Jackson, Mississippi 39201**  
**[owhit@ago.state.ms.us](mailto:owhit@ago.state.ms.us)**  
**601-359-4471- facsimile**

## SECTION I. INTRODUCTION

### 1.1 Overview and Process

The Office of the Attorney General (OAG) is hereby requesting written proposals from professional consultant with the level of experience and expertise necessary to conduct a Crime Commission Study in the city of Jackson, Mississippi. The purpose of this RFP is to solicit competitive proposals, to define the OAGs needs, to provide firms with adequate information to develop proposals, to describe the evaluation criteria on which proposals will be scored, and providing proposers with a draft contract.

A listing of services requested is contained under **Section 2. Scope of Services** of this RFP.

The OGA will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Unless otherwise stated, all offerors shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offeror's expertise in the area of the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work.

The effective date of this contract is estimated to be November 10, 2014. The term of this contract will be for eight (8) months.

A copy of this RFP, including any subsequent amendment(s), along with a copy of all questions from firms and responses to those questions, will be posted on OAG's website at <http://www.ago.state.ms.us/> under the heading "Request for Proposals". Before the award of any contract, the proposer will be required to provide sufficient evidence to prove to the OAG that it has the necessary capabilities to provide the services specified in this RFP. The proposer may also be required to provide additional client references, as well as related project experience detail in order to satisfy the OAG that the proposer is qualified. The OAG may make reasonable investigations, as it deems necessary and proper, to determine the ability of the proposer to perform the work, and proposer shall furnish to the OAG all information that may be requested for this purpose. The OAG reserves the right to reject any proposal if the proposer fails to satisfy the OAG that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

## SECTION 2. SCOPE OF SERVICES

The purpose of this solicitation is to contract with a firm to conduct a Crime Commission Study within the Capitol City of Jackson, Mississippi.

Written proposals shall detail how the Capital City Crime Prevention Study will be conducted. All information, results, conclusions, studies and other data arising out of the consultant's performance may be utilized by the OAG or its designee. The written proposal should be such that it clearly and fully explains how the consultant will:

1. Prepare a report to be submitted to the Mississippi Attorney General and/or his designated advisory council that includes, but is not limited to:
  - a. Analyze the volume of criminal cases in Hinds County and the ratio of resources and court personnel available to process the cases. Evaluate current formula for allocating resources such as judges, court personnel, prosecutors, and public defenders.
  - b. Analyze and evaluate current case processing with an eye toward shortening the process from offense to penalty.
  - c. Analyze and evaluate the effectiveness of School Resource Officers and the effect of zero tolerance policies at schools.

## SECTION 3. INSTRUCTIONS TO PROPOSER

Proposals must be received in the OAG (Walter Sillers Building, 13<sup>th</sup> Floor, Room 1307) in Jackson, Mississippi by 12:00 PM CDT, October 21, 2014. Any proposal received after the deadline will not be considered and will be returned unopened to the proposer. Proposals submitted by facsimile or by electronic mail will not be accepted. Please follow the following format:

**The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). The OAG requests that each page of the proposal that proposer considers trade secrets or confidential commercial or financial information be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL." Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.**

1. The firm is required to submit one clearly marked original response with **signed** proposal cover sheet, **signed** Statement of Compliance, and **signed** Acknowledgement of RFP Amendments (only if an amendment posted).

- Include 20 identical separately bound copies including all sections in Microsoft Word format with exhibits in Microsoft Word or portable document format (PDF) on a flash drive or compact disk.
2. Within the **introduction section** of the proposal, you must state that the proposal is valid for a period of at least **60 days subsequent to the date proposals are due**. The proposal shall become part of the contract in the event that the contract is awarded to your organization.
  3. To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package marked, "Proposals – Do Not Open". A label containing the information from the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
  4. Number each page of the proposal.
  5. Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  6. If the firm does not agree with any item in any section, then the firm must list the item on the *Statement of Compliance*. (See **Section 8.7: Statement of Compliance**)
  7. Respond to the sections and exhibits as follows:
    - a. Statement of Compliance (This must be signed. See **Section 8.7: Statement of Compliance**)
    - b. Acknowledgement of RFP Amendments, if any posted (This must be signed. See **Section 9.5**)
    - c. Introduction
    - d. Minimum Firm Requirements Confirmation
    - e. RFP Questionnaire with Responses
    - f. Cost Proposal
    - g. Resumes for Key Staff
    - h. Any Additional Information Not Specifically Requested
  8. **Failure to provide all requested information and in the required format as stated in this section may result in disqualification of your proposal.**

Proposals must be submitted in writing to the following address:

**Contact information for this request for proposal:**

**Onetta Whitley, Deputy Attorney General  
c/o - Office of the Attorney General  
550 High Street  
Suite 1200, Walters Sillers Building  
Jackson, Mississippi 39201  
(owhit@ago.state.ms.us)  
601-359-4471- facsimile**

In preparing your written response to any RFP question or request for information, you are required to repeat each question or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your organization does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. "Will discuss" and "will consider" are not appropriate answers. All information requested is considered important. If you have additional information you would like to provide, include it as an appendix to your proposal. The OAG will use the information contained in your proposal in determining whether you will be selected for contract negotiations. The OAG will consider the proposal an integral part of the contract and will expect the proposer to honor all representations made in its proposal. It is the proposer's sole responsibility to submit information relative to the evaluation of its proposal and the OAG is under no obligation to solicit such information if it is not included with the proposal. Failure of the proposer to submit such information in a manner so that it is easily located and understood may have an adverse impact on the evaluation of the proposal. All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of the OAG and will not be returned to the proposer.

The OAG has no obligation to locate or acknowledge any information in the firm's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

Original signatures are required on one copy of the proposal cover sheet, Statement of Compliance, and Acknowledgement of RFP Amendments (if any is posted). Failure to sign these required documents may result in disqualification of the proposal.

If the OAG determines that the firm has altered any language in the original RFP, the OAG may, at its sole discretion, disqualify the firm from further consideration. The RFP issued by the OAG is the official version and will supersede any conflicting RFP language submitted by the firm.

#### **SECTION 4. MINIMUM FIRM REQUIREMENTS**

The following proposal requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the proposal submitted by your organization. This should be the section of your proposal after the Introduction and before the Questionnaire.

**Please respond by restating each requirement listed below with documentation that proves specifically how your organization meets that requirement. Please include in your responses the total number of years and types of experience of your organization and of the primary contact. If, in the opinion of the scoring committee, you fail to prove that your organization meets any of these minimum requirements, your proposal will be disqualified from further evaluation. You will be notified if your proposal is disqualified, and you will have an opportunity to provide additional information to prove your organization does meet the minimum requirements.**

#### **4.1 Minimum Firm Requirements**

1. name of consultant, location of consultant's principal place of business, and the place of performance of the proposed contract;
2. age of consultant's business and the average number of employees over the past three (3) years;
3. resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services:
4. The firm must currently have conducted a Crime Study of a City of similar size to that requested in this RFP to a total population of at least 200,000 people. Provide client references with the following information for each client you list to demonstrate the firm meets this requirement:
  - a) Name
  - b) Address
  - c) Contact
  - d) Contact title
  - e) Telephone number
  - f) Fax number
  - g) Scope of services provided (BE SPECIFIC)
  - h) First contract effective date
  - i) Total number of years the agreement has been in place with your organization

5. The firm must have a minimum of five (5) years of experience as of January 1, 2014 as an organization providing similar services to those requested in this RFP. Please state the total number of years the firm has been providing the requested services. Provide one or more client references with the following information for each client you list to demonstrate the firm meets this requirement:
  - a) Name
  - b) Address
  - c) Contact
  - d) Contact title
  - e) Telephone number
  - f) Fax number
  - g) Scope of services provided (BE SPECIFIC)
  - h) First contract effective date
  - i) Total number of years the agreement has been in place with your organization
6. listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);
7. A plan providing as much detail as is practical explaining how the services will be performed; and,
8. An estimate of cost to perform the required services.
9. All services provided to the State of Mississippi by the firm must be based in the United States. Please confirm.

## **4.2 INSURANCE REQUIREMENTS**

The successful offeror/proposer will be required to procure and maintain errors and omissions/professional liability coverage in the amount of:\$250,000 per occurrence for Fiscal Year 2015; Prior to the execution of the contract, proof of such coverage shall be provided. Should the certificate expire during the term of the contract, it is the responsibility of the vendor to provide copies of the current insurance certificate.

## SECTION 5. QUESTIONNAIRE

### Company Overview

1. Provide the name, title, mailing address, telephone number, facsimile number, and e-mail address of the contact person for this proposal.
2. Provide a brief history of your company to include the following:
  - a. The full legal name of the organization with the address, and telephone number for the home office
  - b. Company history including how long the organization has been in business, including month and year the organization was established
  - c. Any changes in the organizational structure that have occurred during the previous twelve months or are anticipated during the next two years including, but not limited to, addition or elimination of product or business lines, mergers, acquisitions, etc.
  - d. Any ownership or name changes your organization has been through in the past three years. Are any ownership or name changes planned?
  - e. Relevant experience, particularly with public sector entities
  - f. Average number of employees for calendar year 2013
  - g. Net change in number of employees from January to December 2013 with explanation if change is significant
  - h. Your organization's financial condition including annual revenue, net income, etc. Include a copy of your annual report or other statements of financial condition.
  - i. Any financial relationships or strategic partnerships your company has with other organizations
  - j. Your organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.). If it is incorporated, include the state in which it is incorporated. List the name and occupation of the individuals serving on your organization's Board of directors, and list the name of any entity or person owning 10% or more of your organization.
3. Has your organization been cited or threatened with citation within the last three years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If the answer is yes, please describe the circumstances in detail.
4. List the office that will service the OAG. If it is located at an address different from the home office, provide the complete address, telephone number, and facsimile number for this office.
5. Provide the names of the key personnel who will perform the work for the OAG and a brief statement as to why each person is qualified to provide services to the OAG. Identify the area(s) of expertise for each key person and each

person's respective **total** number of years of experience related to the services being requested in this RFP. The OAG understands that personnel may be assigned to projects based on the type of project to be undertaken and the expertise and experience of the individual.

6. Provide a complete resume for each key person who will be assigned to render services to the OAG, including detailed information on any special training or designations. Identify the person who will serve as the primary contact for the OAG and provide that person's **total** number of years of experience related to the services being requested in this RFP. Please include these resumes as an appendix to your proposal.
7. What type of license do you currently have to operate in the State of Mississippi? Include with your proposal an electronic copy of a directory indicating the full name, address, and specialty of professional providers currently under contract in the State of Mississippi.
8. Has your organization ever been involved in a lawsuit pertaining to any area covered by this RFP? If yes, provide details including dates and outcomes.
9. During the past five years, has your organization, related entities, principals or officers ever been a party in any material civil or criminal litigation whether directly related to this RFP or not? If so, provide details including dates and outcomes.
10. Confirm that your organization is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business by any Federal department or agency, or by any political subdivision or agency of the State of Mississippi.
11. Complete the "Financial Exhibit" form located in **Section 10 Cost Proposal**. Confirm that all fees are guaranteed through the full term of the contract.
12. Confirm that your proposal is valid for 180 days from the date proposals are due.

## SECTION 6. IMPORTANT DATES

October 1, 2014	RFP Released
October 8, 2014	Questions Due
October 14, 2014	"Responses to Questions" Released as they are received through this date
October 21, 2014	Proposals Due at the OAG (Walter Sillers Building, 13 <sup>th</sup> Floor, Room 1307) BY 12:00 P.M. CDT
October 29, 2014	Evaluation Completed*
Week of October 27, 2014	Presentations by Finalists**
November 5, 2014	Firm Selected and Contract Award notification released by OAG*
November 10, 2014	Contract Executed and Implementation Commences*
November 10, 2014	Service Effective Date*

\*These dates are estimated and are subject to change.

\*\*If deemed necessary by the OAG, finalists may be asked to make presentations in Jackson, Mississippi. You will be given sufficient notification if you are requested to make such a presentation. The OAG will not incur any expense for such presentation.

## SECTION 7. QUESTIONS

Direct any questions regarding this RFP or the selection process via email to [owhit@ago.state.ms.us](mailto:owhit@ago.state.ms.us) by facsimile at (601) 359-4471. All such inquiries must be received no later than the date stated in the table above in order to receive a response. Firms are encouraged to submit questions as they arise, and responses will be posted as soon as they are available. Responses to firm questions will be made available on OAG's website at [www.ago.state.ms.us](http://www.ago.state.ms.us) under "Business & Consumers\Request for Proposals" or directly at <http://www.ago.state.ms.us/request-for-proposals/> no later than the date stated in the table above. It is the proposer's sole responsibility to monitor the website for responses to questions, and also for any amendments to the RFP.

## SECTION 8. PROPOSAL EVALUATION

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The evaluation of any proposal(s) may be suspended and/or terminated at the OAG's discretion at any point during the evaluation process at which the OAG determines that said proposal(s) and/or proposer(s) fails to meet any of the mandatory requirements as stated in this RFP, the proposal(s) is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the OAG receives reliable information that would make contracting with the proposer impractical or otherwise not in the best interest of the OAG and/or the State of Mississippi.

An evaluation committee will evaluate the proposals in the following three-phase process:

### **8.1 Compliance Phase**

In this phase of the evaluation process, all proposals received will be reviewed to determine if the following mandatory requirements of this RFP have been satisfied:

1. Proposal submission deadline met
2. Minimum firm requirements met
3. Required format followed
4. Original proposal, requested number of copies of proposal, and electronic copy of proposal in Microsoft Word® format on compact disk or flash drive
5. **Signed** Statement of Compliance provided and high degree of acceptance of contract terms provided
6. **Signed** Acknowledgement of RFP Amendments (if amendments have been posted)
7. Narrative questionnaire answered
8. Duration of proposal requirement met
9. Required proposal attachments provided

Failure to comply with the mandatory requirements may result in the proposal being eliminated from further consideration. This phase is a pass/fail evaluation. Those firms passing the Compliance Phase will be evaluated further. The OAG reserves the right to waive minor informalities in a proposal in this phase of the evaluation.

### **8.2 Analysis Phase**

In this phase of the evaluation process, the evaluation committee will judge responses received relative to the following evaluation factors. Areas are listed in order of their relative importance:

1. The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Consideration will be given to the completeness of the response to the specific requirements of the solicitation. **(Critical)**
2. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. **(Critical)**

3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (**Very Important**)
4. A record of past performance of similar work. (**Critical**)
5. Price. (**Important**)

### **8.3 Finalist Phase**

In this phase of the evaluation process, references will be contacted and service provision verified. During the reference verification, the evaluation committee will seek to verify demonstration of an acceptable level of performance for programs of a similar size and complexity as the OAG. This phase may also include finalist presentations, if deemed necessary by the OAG. Finalist presentations will include technical interviews to be conducted in Jackson, Mississippi, to allow finalists the opportunity to showcase their services. Likewise, OAG members, consultants, and staff may use this opportunity to verify information provided by the proposer in the submitted proposal.

Subsequent to approval by the OAG to enter into contract negotiations with the selected firm, all proposing firms will be notified of the contract award.

### **8.4 Right to Consider Historical Information**

The OAG reserves the right to consider historical information regarding the proposer, whether gained from the proposer's proposal, conferences with the proposer, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

### **8.5 Right to Reject, Cancel and/or Issue another RFP**

The OAG specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

### **8.6 Post-Award Firm Debriefing**

Pursuant to PSCRB Rules and Regulations Sections 7-112 through 7-112.07, you may request a post award firm debriefing, in writing, by U. S. mail or electronic submission. The request must be made within three (3) business days of notification of the contract award. A firm debriefing is a meeting and not a hearing; therefore, legal representation is not required. Should you prefer to have legal representation present, you must notify the OAG and identify your attorney. The OAG shall be allowed to schedule and/or suspend and reschedule the debriefing at a time when a representative of the Office of the Mississippi Attorney General can be present. For additional information regarding the process and procedure for the Post Award Firm Debriefing, please refer to the PSCRB Rules and Regulations Sections 7-112 through 7-112.07 that may be found at <http://www.mspsb.ms.gov/personal-service-contract-review-board/pscrb-rules-regulations.aspx>

## **8.7 STATEMENT OF COMPLIANCE**

This section contains the Statement of Compliance. If you object to any of the terms and conditions included in the draft contract provided in *Appendix B: Proposed Crime Study Consultant Contract*, or any requirements listed in this RFP, please note and explain your objections in **Appendix A** on the Statement of Compliance. ***Please note that the Proposed Contract is substantially complete and only those items listed in Sections 1 and 3 of the Contract are negotiable.***

## **SECTION 9. ADDITIONAL INFORMATION REGARDING THE RFP**

### **9.1 Corrections and Clarifications**

The OAG reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet the “Instructions to Proposers” in *Section 3. Instructions to Proposers*, or the minimum firm requirements in *Section 4. Minimum Firm Requirements*, or comply with other proposal requirements of this RFP, including clarification or correction requests, may be considered to be “non-responsive” and may be eliminated from further consideration.

### **9.2 Right of Negotiation**

Discussions and negotiations regarding price and other matters may be conducted with proposer(s) who submit proposals determined to have reasonable likelihood of being selected for award, but proposals may be accepted without such discussions. The OAG reserves the right to further clarify and/or negotiate with the proposer evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the OAG. The OAG also reserves the right to move to the next best proposer if negotiations do not lead to an executed contract with the best proposer. The OAG reserves the right to further clarify and/or negotiate with the proposer(s) on any matter submitted.

### **9.3 Applicable Law**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The firm shall comply with applicable federal, State, and local laws and regulations.

### **9.4 Availability of Funds**

It is expressly understood and agreed that the obligation of the OAG to proceed under the contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or federal funds. If the funds anticipated for the continuing fulfillment of the contract are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds, or of the State of

Mississippi to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the OAG, the OAG shall have the right upon ten (10) working days written notice to the firm, to terminate the contract without damage, penalty, cost, or expenses to the OAG of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## **9.5 Acknowledgment of RFP Amendments**

Should an amendment to the RFP be issued, it will be posted on OAG's website at [www.ago.state.ms.us](http://www.ago.state.ms.us) under "Business & Consumers\Request for Proposals" or directly at <http://www.ago.state.ms.us/request-for-proposals/>. Further, proposers must acknowledge receipt of any amendment to the RFP by signing and returning the amendment form with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment form, or by letter. The acknowledgment must be received by OAG by the time and at the place specified for receipt of proposals. It is the proposer's sole responsibility to monitor the website for amendments to the RFP.

## **9.6 Certification of Independent Price Determination**

By submission of a proposal, the proposer certifies that the fees submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed.

## **9.7 Compliance with Laws**

The firm understands that the OAG is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the firm agrees during the term of the contract that the firm will strictly adhere to this policy in its employment practices and provision of services. The firm shall comply with, and all activities under the contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

## **9.8 Consideration**

The OAG agrees to compensate the selected firm for services approved by the OAG and performed by the firm as follows:

1. Your proposal if accepted shall constitute the entire compensation due to the firm for services and all of the firm's obligations hereunder regardless of the difficulty, materials, or equipment required. The unit rates include, but are not limited to, all applicable taxes, fees, general office expense, overhead, profit,

and all other direct and indirect costs, incurred or to be incurred, by the firm. No additional compensation will be provided by the OAG for any expense, cost, or fee not specifically authorized by the contract, or by written authorization from the OAG.

2. The fees listed in *Section 10. Cost Proposal* are firm for the duration of the contract and are not subject to escalation for any reason, unless the contract is duly amended.
3. The OAG shall not provide any prepayments or initial deposits in advance of services being rendered. Only those services agreed to by contract shall be considered for reimbursement or compensation by the OAG. Payment for any and all services provided by the firm to the OAG shall be made only after said services have been duly performed and properly invoiced.
4. The firm shall submit all invoices in a form acceptable to the OAG with all of the necessary supporting documentation prior to the payment of allowable costs. Such invoices will, at a minimum, include the appropriate descriptions of the services being billed or other bases for charges included in *Section 10. Cost Proposal*. Details will be determined during contract negotiations.
5. The payment of an invoice by the OAG shall not prejudice the OAG's right to object or question any invoice or matter in relation thereto. Such payment by the OAG shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Firm's invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the OAG, on the basis of audits, not to constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices. For any amounts which are or shall become due and payable to the OAG by the firm, the OAG reserves the right to (1) deduct from amounts which are or shall become due and payable to the firm under contract between the parties; or (2) request and receive payment directly from the firm within fifteen (15) days of such request, at the OAG's sole discretion.

The OAG reserves the right to deduct from amounts which are or shall become due and payable to the firm under the contract between the parties any amounts which are or shall become due and payable to the OAG by the firm. Notwithstanding anything to the contrary herein, any reduction of payments to firm shall be made only with the prior agreement of both parties. In addition, in the event of termination of the contract for any reason, firm shall be paid for services rendered and allowable expenses incurred up to the effective date of termination

## **9.9 E-Payment**

The firm agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The OAG agrees to make

payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

### **9.10 Paymode**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the firm’s choice. The State may, at its sole discretion, require the firm to electronically submit invoices and supporting documentation at any time during the term of the contract. The firm understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **9.11 Employee Status Verification System**

If applicable, the Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Firm agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Firm agrees to provide a copy of each such verification. The Firm further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject the Firm to the following:

1. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation or termination being made public;
2. the loss of any license, permit, certification or other document granted to the Firm by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or both.
3. In the event of such cancellation or termination, the Firm would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

## 9.12 Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

## 9.13 Prospective Contractor's Representation Regarding Contingent Fees

The prospective firm represents as a part of such firm's proposal that such firm has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure the contract.

## 9.14 Representation Regarding Contingent Fees

By submission of a proposal, the firm represents that it has not retained any person or agency to solicit or secure a contract for the services described herein upon an agreement or understanding for a commission or a percentage, brokerage, or contingent fee. The OAG will not pay any brokerage fees for securing or executing any of the services outlined in this RFP. Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service, or finder's fees.

## 9.15 Representation Regarding Gratuities

By submission of a proposal, the firm represents that it has not violated, is not violating, and promises that it will not violate any prohibition against gratuities as set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Services Contract Review Board Rules and Regulations*, a copy of which may be obtained by contacting the Mississippi State Personnel OAG located at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or by accessing their website at <http://www.mspb.ms.gov>.

## 9.16 Stop Work Order

1. **Order to stop work.** The OAG, may, by written order to the firm at any time, and without notice to any surety, require the firm to stop all or any part of the work called for by the contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the firm, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the firm shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the OAG shall either:
  - a) cancel the stop work order; or
  - b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of the contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the firm shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or firm price, or both, and the contract shall be modified in writing accordingly, if:
  - a) the stop work order results in an increase in the time required for, or in the firm's costs properly allocable to, the performance of any part of the contract; and
  - b) the firm asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the OAG decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under the contract.
3. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Modification or Renegotiation" clause of the contract.

### **9.17 Mississippi Public Records Act/Confidentiality of Proposals**

Any proposal, including accompanying attachments, will be available for review by State of Mississippi personnel, the OAG, members and staff of the Legislature and oversight Joint Performance Evaluation and Expenditure Review Committee, and the OAG's consultants. The proposal is further subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., of the Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated. The OAG understands that the proposer may consider some of the information provided in the proposal to be proprietary.

**The OAG requests that each page of the proposal that proposer considers confidential be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL."**

"Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., of the Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated provides that proposer can prior to the release of any information that the proposer designates as trade secrets or confidential commercial or financial information, seek protection from the appropriate court to protect said information. The OAG will give the proposer adequate time to seek protection of any information that it has clearly identified and marked as trade secrets or confidential commercial or financial information as provided in Section 3 of this RFP. If proposer does not obtain protection from the appropriate court, all information supplied whether marked

confidential or not, may be released. The OAG will accept no additional restrictions on the release of information contained in your proposal.

### **9.18 Transparency**

The contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” codified as Section 25-61-1 et seq., of the Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, the contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, the contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the firm as trade secrets, or other proprietary information including confidential firm information (see *Section 9.17 Mississippi Public Records Act/Confidentiality of Proposals* above), or any other information which is required confidential by State or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of the contract shall be posted to the State of Mississippi’s accountability website at: [www.transparency.mississippi.gov](http://www.transparency.mississippi.gov).

### **9.19 Withdrawal of a Proposal**

A proposer may withdraw a submitted proposal by submitting a written notification for its withdrawal to the OAG, signed by the proposer, and faxed, e-mailed, or mailed to the OAG at the address provided in *Section 1 Introduction* of this RFP. The OAG shall not accept any amendments, revisions, or alterations to proposals after the due date unless requested by the OAG.

### **9.20 Cost of Proposal Preparation**

All costs incurred by the proposer in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with the OAG regarding its proposal shall be borne at the proposer’s expense.

**INTENTIONALLY LEFT BLANK**

**SECTION 10. COST PROPOSAL**

Firms responding to this RFP shall propose a fee structure to include the following:

1. An hourly fee and a not to exceed amount.
2. List the basis of the fee and if the fee listed is quoted on a monthly, annual or per occurrence basis.

**Any fees not listed in this section of your proposal will not be accepted by the OAG.**

**These rates are guaranteed through the term of the contract.**

An original signature is required below. Please have the appropriate officer sign this statement and include it as a part of your proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## APPENDIX A. STATEMENT OF COMPLIANCE

We agree to adhere to all conditions and requirements as set forth in the Mississippi Office of Attorney General' (OAG's) Request for Proposal for a Crime Commission Study Services, dated October 1, 2014, including the conditions contained in the draft contract included as *Appendix B – Draft Crime Commission Study Services Contract*, except as listed below:

Please have the appropriate officer sign this statement and include it as a part of your proposal. An original signature is required below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

## APPENDIX B: SAMPLE CONTRACT

### **THIS CONTRACT IS BEING SUBMITTED IN SUBSTANTIAL FORM. ONLY SECTION 3. CONSIDERATION IS NEGOTIABLE**

#### PROFESSIONAL SERVICE CONTRACT

This Professional Service Contract is made by and between the Office of the Attorney General, a state agency, (the "OAG") whose address is 550 High Street, Suite 1400, Sillers Building, Jackson, Mississippi 39201 and \_\_\_\_\_, (the "Contractor") whose address is \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, under the following terms and conditions:

1. **Scope of Services** (*Insert the scope of services to be performed by Contractor*) The Contractor will provide services as specified in the (*Request for Proposal, Invitation for Bid, etc...*) (hereinafter referred to and attached as Exhibit "A"), and the (*Proposal Bid, etc...*) by Contractor dated (*insert date*) (hereinafter referred to and attached as Exhibit "B").
2. **Contract Term** The term shall be \_\_\_\_\_
3. **Consideration** (*Insert payment amount, schedule of payments, etc...*)
4. **E-Payment** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The OAG agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode** Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Availability of Funds** It is expressly understood and agreed that the obligation of the OAG to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the OAG, the OAG shall have the right upon ten (10) working days

written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the OAG of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination

7. **Record Retention and Access to Records** The Contractor agrees that the OAG or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the OAG authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this contract has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Contractor agrees to refund to the OAG any overpayment disclosed by any such audit arising out of or related in any way to this contract.
8. **Applicable Law** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.
9. **Assignment** The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the OAG. Any attempted assignment or transfer without said consent shall be void and of no effect.
10. **Compliance with Laws** The Contractor understands that the OAG is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
11. **Transparency** This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Department of Finance and Administration's

independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

12. **Employee Status Verification System** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.
13. **Independent Contractor** The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the OAG. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the OAG. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the OAG; and the OAG shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.
14. **Modification or Renegotiation** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the OAG revisions of any applicable laws or regulations make changes in this Agreement necessary.

15. **Procurement Regulations** The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, 39201 for inspection or downloadable at [www.mspb.ms.gov](http://www.mspb.ms.gov).
16. **Representation Regarding Contingent Fees** The Contractor represents that it has not retained a person to solicit or secure a OAG contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.
17. **Representation Regarding Gratuities** The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
18. **Termination for Convenience**
  - (1) Termination. The OAG may, when the interests of the OAG so require, terminate this contract in whole or in part for the convenience of the OAG. The OAG shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
  - (2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The OAG may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the OAG. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
19. **Termination for Default**
  - (1) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the OAG may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the OAG, the OAG may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the OAG may procure similar supplies or services in a manner and upon terms deemed appropriate by the OAG. The Contractor shall continue performance of

the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- (2) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the OAG, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the OAG has an interest.
- (3) Compensation. Payment for completed services delivered and accepted by the OAG shall be at the contract price. The OAG may withhold from amounts due the Contractor such sums as the OAG deems to be necessary to protect the OAG against loss because of outstanding lien holders and to reimburse the OAG for the excess costs incurred in procuring similar goods and services.
- (4) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers performance) if the Contractor has notified the OAG within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the OAG shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable clauses, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the OAG under the clause of this contract entitled "Termination for Convenience".
- (5) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this contract entitled "Termination for Convenience".

- (6) Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this contract.

20. **Stop Work Order**

- (1) Order to stop work. The OAG, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the OAG shall either:
- (a) cancel the stop work order; or
  - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this contract.
- (2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the OAG decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

- (4) Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this contract.

21. **Price Adjustment**

- (1) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
  - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - (b) by unit prices specified in the contract; or
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract.
- (2) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

22. **Oral Statements** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the OAG and agreed to by the Contractor.

23. **Ownership of Documents and Work Papers** The OAG shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the OAG upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the OAG and subject to any copyright protections.

24. **Indemnification** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall

not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

25. **Third-Party Action Notification** The Contractor shall give the OAG prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.

26. **Notices** All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Contractor:**

Name

Title

Address

City, State, & Zip Code

**For the OAG:**

Onetta Whitley

Deputy Attorney General

Post Office Box 220

Jackson, Mississippi 39205-0220

27. **Approval** It is understood that this Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

28. **Priority** This Contract consists of this Agreement, Exhibit "A", and Exhibit "B". Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to Exhibit "A" and, if still unresolved, by reference to Exhibit "B". Omission of any term or obligation from this agreement or attached Exhibit "A" or Exhibit "B" shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere.

29. **Change in Scope of Work** The OAG may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the OAG and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the OAG in writing of this belief. If the OAG believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

- 30. **Contractor Personnel** The OAG shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the OAG reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the OAG in a timely manner and at no additional cost to the OAG. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.
- 31. **Recovery of Money** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the OAG, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the OAG. The rights of the OAG are in addition and without prejudice to any other right the OAG may have to claim the amount of any loss or damage suffered by the OAG on account of the acts or omissions of the Contractor.
- 32. **Failure to Enforce** Failure by the OAG at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the OAG to enforce any provision at any time in accordance with its terms.

Witness our signatures, on the date first written.

(Insert Contractor)

OFFICE OF THE ATTORNEY GENERAL

By: \_\_\_\_\_ By: \_\_\_\_\_

Name

JAMES HOOD

Title

ATTORNEY GENERAL