



REQUEST FOR PROPOSALS America Read – Mississippi (ARM) AmeriCorps Program Evaluation



About America Reads-Mississippi

America Reads – Mississippi is dedicated to improving the reading skills of students, encouraging public awareness and support of literacy, and helping to increase the number of certified teachers in Mississippi. ARM AmeriCorps members strive daily to achieve this mission and meet the Program Performance Measures. The primary performance measure is school-day reading tutoring. ARM members tutor primarily K - 3rd grade students (one-on-one and in small groups) in reading during school and in extended day/year programs.

ARM members provide tutoring to students who are below proficient in reading. ARM members meet with the classroom teacher and reading specialists to implement school-selected, research-based interventions and to regularly assess student gains and/or additional needs. ARM AmeriCorps members also recruit volunteers to assist with reading activities in the classroom, service projects, and service-learning activities; help to strengthen the home/school connection; plan and implement national service day projects; and participate in member training and development opportunities provided by both the school service site and the ARM program.

Established in 1998, America Reads - Mississippi (ARM) is a national service AmeriCorps program that addresses the issue area of education. ARM is funded through a grant from AmeriCorps, matching funds provided by partnering school districts, funds provided through the Mississippi legislature as appropriated to the program's legal applicant, the Mississippi Board of Trustees of State Institutions of Higher Learning (IHL). ARM is administered statewide with oversight from the Volunteer Mississippi and the IHL Office of Academic and Student Affairs, and is subject to the policies and procedures of each of these entities. For more information about IHL, please visit www.mississippi.edu.

For the 2020-2021 program year, ARM AmeriCorps members are providing tutoring to K-3rd grade students in 17 partnering school sites across Mississippi. AmeriCorps members receive program support from one of three regional university offices, located at Jackson State University, Mississippi State University, and the University of Southern Mississippi. Pending funding for the 2021-2022 program year, the program will expand to four regional university offices by adding Delta State University. Overall state management is administered from the ARM state office located in Jackson, Mississippi.

Evaluation Purpose and Scope of Work

In accordance with AmeriCorps policy, programs receiving more than \$500,000 in federal funds from AmeriCorps must have an external evaluation conducted. The purpose of this RFP is to solicit proposals from experienced researchers and evaluators for on-going evaluation services (in increments of 3-year grant periods with the potential for continuation if additional grant cycles are awarded beyond the initial cycle) to maintain compliance with AmeriCorps national standards.

The primary scope of work includes but may not be limited to (1) assisting the program with review and implementation of its current approved evaluation plan, investigating both student- and member-level outcomes; (2) examine the program's impact on improving student academic gains in reading based on DIBELS scores; and (3) collect and analyze AmeriCorps member service and engagement data.

Evaluation Questions

- What are the optimal tutoring structures and settings that will influence the most positive changes on student DIBELS scores in most locations?
- To what extent were positive member outcomes affected by a full year of service, such as the motivation to pursue a career as an educator?

Deliverables

The selected Evaluator will be asked to:

- Support program implementation of the existing evaluation plan including the aforementioned evaluation questions and the methodology that takes into consideration the impact of individualized tutoring, tutoring structures and settings on student academic achievement (Years 1 – 3).
- Administer multiple methods (quantitative, facilitation, interviews, mixed) and a quazi-experimental design (Year 2). The evaluator will use a list of eligible K – 3rd grade students (excluding SPED or ESL students) whose reading ability ranks between the 15th and 40th percentile.
- Format and analyze student DIBELS reading data at interval collection points.
- Develop surveys for AmeriCorps members to query motivations to pursue a career as an educator such as confidence working with youth in academic settings, capacity to navigate professional relationships in a public school setting, and aspiration to engage community in positive actions promoting student academic outcomes (Years 1- 2).
- Attend bi-monthly phone meetings and possibly two (2) face-to-face collaboration meetings (as approved and meeting COVID-19 safety protocol) with the ARM staff at the program office in Jackson, Mississippi.
- Collaborate with the ARM Literacy Specialist and Regional Coordinators to administer quarterly and random fidelity checks to ensure effective implementation of the evaluation process at partnering school service sites (Years 1 – 3).
- Submit a draft of the Evaluation Report and the final Evaluation Report (including findings for both student- and member-level outcomes) by the established deadlines, that will help answer whether or not the ARM program is an effective long-term investment for stakeholders (Years 2 and 3)
- Prepare and conduct regional presentations of findings to ARM partners and stakeholders and/or to present at a state/national conference (Year 3).
- Submit invoices in accordance with the agreed-upon milestones and a clear schedule (Years 1 – 3).

General Terms and Conditions

Respondents have read and understand the following general terms and conditions related to this solicitation:

- 1.1 Awarded vendor will be expected to sign a Contract for Services for a term of two (2) years (July 2021 – July 2023) (also see General Terms and Conditions 1.11).
- 1.2 ARM/IHL reserves the right to reject any and all proposals and ARM/IHL has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for ARM/IHL to properly evaluate, ARM/IHL has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 1.3 In case of default of contractor, ARM/IHL reserves the right to purchase any or all items and/or services in default in open market, charging contractor with all costs of default.
- 1.4 All materials, products and/or services offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to in this solicitation.
- 1.5 ARM/IHL reserves the right to make an award which is determined to be to the best interest of the State of Mississippi. The award does not have to go to the lowest respondent. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.
- 1.6 ARM/IHL reserves the right to reject any proposal which do not conform to the requirements set forth in this RFP. Proposals may be rejected for reasons which include, but not limited to, the following;
 - 1.6.1 The proposal contains unauthorized amendments to the requirements of the RFP;
 - 1.6.2 The proposal is conditional;
 - 1.6.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
 - 1.6.4 The proposal is received late;
 - 1.6.5 The proposal is not signed by an authorized representative of the party;
 - 1.6.6 The proposal contains false or misleading statements of references; and,
 - 1.6.7 The proposal does not offer to provide all services required by the RFP.
- 1.7. Respondent represents that he/she has not retained a person to solicit or secure a state contract upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee, except as disclosed in the proposal.

- 1.8 The right of vendor to proceed may be terminated after notice and hearing if the Board of Trustees of State Institutions of Higher Learning/ARM determines that vendor or any agent or other representative of vendor gave or agreed to give an inducement to any ARM/IHL employee or official or to the spouse of same in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request associated with this prospective agreement, as listed in Miss. Code Ann. 97-11-53.
- 1.9 The respondent's signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible respondents and without effort to preclude the Board of Trustees of State Institutions of Higher Learning/ARM from obtaining the lowest possible competitive price.
- 1.10 From the date of release of this RFP, until a Notice of Standing is issued, all contacts with the ARM/IHL shall be made to Phil Cumberland, IHL Procurement and Property Officer unless otherwise noted in the RFP. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other consideration.
- 1.11 The contract may be renewed at the discretion of ARM/IHL upon written notice to contractor at least (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).
- 1.12 The procurement method to be used is that of competitive negotiation from which ARM/IHL is seeking the best combination of price, experience and quality of service. Discussions may be conducted with vendors who submit proposals. Likewise, ARM/IHL also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.
- 1.13 The respondent 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). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

Request for Proposals Process and Timeline

The study will unfold according to the two-year timeline located under Appendix B.

The RFP process will be administered according to the schedule of events listed below.

A. Schedule of Events:

Release of RFP: Friday, May 21, 2021

Inquiries Due Date: Friday, June 4, 2021

Estimated Response to Inquiries: Thursday, June 10, 2021

Proposal Due Date and Time: Thursday, June 17, 2021 by 3:00p.m., CST

Notice of Standing Letter: Friday, June 25, 2021

Anticipated Contract Start Date: Wednesday, July 7, 2021

B. Inquiries about the RFP:

Applicants requiring clarification of the intent or content of this RFP, or of the competitive proposal process, may request clarification by submitting written questions via email only no later than Friday, June 4th: Phil Cumberland, IHL Procurement and Property Officer, at pcumberland@mississippi.edu. No inquiries will be accepted after this date. Estimated Date for Response to Inquiries: Thursday, June 10, 2021.

C. Submission of Proposal:

All Proposals should be typewritten and have consecutively numbered pages (not to exceed 10 single-spaced pages, excluding the cover and appendices). No facsimiled or telephone Proposals will be accepted.

The sealed proposal must be received by mail or hand delivery no later than 3:00pm on **Thursday, June 17, 2021**. The submission should include **one original proposal with a cover sheet, signed in blue ink (See Appendix A), five (5) complete copies, and a flash drive containing the full submission and appendices in Microsoft Word or PDF formats**. An unsigned proposal will be rejected. A proposal may be signed by any authorized agency representative of the applicant.

Proposals must be submitted to:

Phil Cumberland, CPPB, Procurement and Property Officer
Institutions of Higher Learning

3825 Ridgewood Road, Room 412, Jackson, MS 39211

Phone 601.432.6315 / Fax 601.432-6990

pcumberland@mississippi.edu

By 3:00 p.m., Thursday, June 17, 2021

Late submissions will not be considered

PROPOSAL CONTENTS

To be eligible for consideration, applicants shall adhere strictly to the format set forth below. Each of the required sections identified must be addressed and must be specifically labeled. The proposal should total no more than ten (10) single-spaced pages (excluding the cover and appendix materials).

The content and sequence of the proposal will be as follows:

Cover Page: Applicant shall complete Appendix A and identify the firm or individual(s) name(s) that will be providing the services offered in the proposal. The name, address, telephone number, facsimile number and e-mail address of a principal contact and a secondary contact for information regarding the application shall be supplied.

Executive Summary: The executive summary will highlight the contents of the proposal. Please include a description of your interest in performing this evaluation, including interest in specific elements.

Qualifications Summary: This section will include background information on the applicant's organization. Provide an overview of the business or academic philosophy, values, practices, and areas of expertise and specialization that distinguish your organization from your competitors/colleagues. Include information about what your organization is best known for and the signature approach and strengths of your organization. The proposal should demonstrate the applicant's ability to carry out a successful and meaningful evaluation for this project. Familiarity with AmeriCorps programs, community-based organizations, and public K-12 education programs is required.

Applicants should demonstrate their ability to effectively evaluate:

- Effectiveness of applied interventions and program protocol
- Improvement in student academic progress for current tutored students
- Ability to design and administer surveys to adults (AmeriCorps members) of varying ages, education levels, and backgrounds

(This section is not to exceed 2 pages, using 12 point font, one inch margins and single spacing)

The selected Evaluator must be able to adhere to the CONTRACTUAL STANDARDS AND ASSURANCES as stated in Appendix D.

Project Staffing and Experience: This section will detail your organization's professional expertise and experience as it relates to the staff working on this specific evaluation. This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project. Staffing changes may be made through the mutual consent of the selected contractor and America Reads – Mississippi (ARM) after the contract award.

The applicant shall provide information as to the qualifications and experience of the project staff as well as the responsibilities to be assigned to each person as follows:

1. **Lead Evaluator or Researcher:** Identify one (1) individual who will lead and manage the contract work. Provide details of this person's experience, education, affiliations, memberships, awards, and recognitions received for similar services. Define the percent of this person's time that will be devoted exclusively to managing the ARM project. The lead evaluator or researcher's resume should be included in the appendix.

2. **Project Team:** Identify by name, title, and role each proposed project team member on the proposed ARM project. Include relevant experience and responsibilities to be assigned for this project.
3. **Other Staff:** Identify other staff member(s) who will work on the ARM Impact Evaluation, and how much time would be spent on the ARM project.

References: Include a minimum of two (2) references recently familiar with the quality and reliability of the applicant's work. For each reference, include:

- Contact information: organization name, mailing address, email address, contact person name and title, and phone number
- A brief description of the services provided, and
- The time frame in which services were provided

Proposal Narrative: This section shall include, in narrative, outline, and/or graph form, the strategic plan proposed to accomplish the Scope of Work and address the evaluation questions. This section must provide a comprehensive narrative that sets out the proposed evaluation plan and methodology intended as well as how the methodology meets the needs of the project. The applicant must present a thorough understanding of the goals of the program and scope of the project and demonstrate an adherence to the required timeline.

(This section is not to exceed 6 pages, using 12 point font, 1 inch margins and single spacing)

Timeline: Use the timeline (Appendix B) to provide a written response detailing the applicant's ability to meet project's expected outcomes.

Proposed Budget: Provide a projected budget using the format in Appendix C to support the applicant's description of proposed project narrative and associated costs. Note that the contractor will be expected to provide its own space and equipment to conduct work on the project and may be expected to cover ordinary and necessary business expenses.

SELECTION CRITERIA

A. Final Filing Date: 3:00 p.m., Thursday, June 17, 2021.

B. Late Proposals:

Any Proposals delivered after 3:00 p.m. on Thursday, June 17, 2021 will be rejected by the Program as not meeting the requirements of this RFP.

C. Rejection of Proposals:

1. The Program may reject any Proposal not meeting the minimum requirements of this RFP.
2. The Program reserves the right to reject any and all Proposals.

D. Evaluation Committee:

The review of proposals will be made by an Evaluation Committee made up of the state program staff and at least one additional committee member that does not

represent the ARM program. The evaluation criteria that the Evaluation Committee will use shall include those listed below in paragraph E. The Evaluation Committee will submit to the State Program Director the results of the committee's evaluation together with the committee's recommendations. The State Program Director will make the final decision to enter into a contract.

- E. Evaluation Process: A contractor will be selected based on key criteria that include:
1. Completeness of required proposal elements.
 2. Capability and professional experience including education and training, with research, analysis, and instrument development.
 3. Capacity to manage data collection across service sites, including the ability to inform and train service site supervisors, school staff, and ARM AmeriCorps members who will be involved as an impact evaluation site.
 4. Experience with education administrative data and with multi-level modeling.
 5. History of providing evaluations, developing an evaluation plan, and meeting project deadlines.
 6. Knowledge and documented expertise in community, educational, and/or grant-funded programs, including areas detailed in the Scope of Work.
 7. Clarity of proposed project description and process to accomplish the scope of work within the established time frame.
 8. Timeline conducive to program needs.
 9. Cost and budget conducive to program needs.
 10. Ability to obtain and manage Institutional Review Board approval for all study sites as necessary.

F. Notification:

The apparent successful Applicant will be notified in a "Notice of Standing" letter on Friday, June 25th (See Appendix B). Identification of the apparent successful Applicant is procedural only and creates no award of the contract. Competing Applicants will be notified in writing of the selection of the apparent successful Applicant.

G. Protest Process:

An Applicant may submit a written protest to the IHL Procurement Officer. Such written protest must be submitted within five (5) to seven (7) days after receipt of the Notification of Standing. The protest must be in writing. A response will be given within ten (10) working days of receipt of the written protest. This decision will be final.

H. Inability to Negotiate a Contract:

After a Preferred Applicant has been identified by the State Program Director, then America Reads – Mississippi (ARM) shall negotiate with said Preferred Applicant to develop a contract for submission for consideration and possible approval. If a satisfactory contract cannot be negotiated, ARM may, in its sole discretion, begin contract negotiations with any of the remaining applicants.

Contract Compensation

Total funds available for the two (2) years fixed price contract is up to \$110,000 (all inclusive, payable quarterly over a period of July 2021 through July 2023). **The contract price is negotiable and contingent upon grant award and funding beyond the**

current grant year. Contractors from research organizations who are interested in applying existing funding to the project are welcome to include information about such opportunities in their application.

Contract Continuation

The contractual agreement has the potential for renewal beyond the current grant cycle for the purposes of continuing and expanding evaluation services at the discretion of the ARM program. Renewal will be based on the following criteria:

- Adherence to and quality of the tasks pursuant to expected outcomes and the timeline;
- Timely submission of deliverables;
- Maintaining regular communications with the ARM program and identified partners as needed;
- Ability to meet existing and subsequent program evaluation standards, as determined by AmeriCorps, expressly to move programs from promising to proven; and
- Timely and accurate submission of invoices and documentation of time/effort.

APPENDICES

Appendix A

AMERICA READS – MISSISSIPPI (ARM) PROGRAM EVALUATION PROPOSAL COVER PAGE

Name of Submitting Organization (Include Dept./Unit/Other Components)			
Address of Submitting Organization (Include Dept./Unit, Street Address/P.O. Box Number, City, State, Zip Code)			
Total Proposed Budget \$		Statement of Intent	
By signing and submitting this proposal, the signatories are certifying that the applicant organization and the proposed evaluation project are in compliance with all applicable Federal and State laws and regulations.			
Principle Contact		Secondary Contact	
Name (typed): Signature:		Name (typed): Signature	
Date:	Telephone Number:	Date:	Telephone Number:
Email Address:		Email Address:	

Appendix B

AMERICA READS – MISSISSIPPI (ARM) PROGRAM EVALUATION PROPOSAL

Proposed Timeline

Projected Timeline	Project Activity
May 21, 2021	RFP issued via IHL website
May 28, 2021	Deadline to submit inquiries and requests for clarification
June 17, 2021	Deadline for submission of proposals
June 17, 2021	Email confirmations sent to acknowledge receipt of proposals
June 17, 2021	Proposals transmitted to review committee
June 22, 2021	Reports and recommendations due from review committee
June 25, 2021	Notice of Standing Letter sent to Preferred Applicant
July 7, 2021	Contract Awarded to Preferred Applicant
July 14, 2021	Initial Phone or Virtual Meeting to review Timeline, organize remaining evaluation activities, and develop evaluation plan
July 2021	Weekly Meetings
July 2021	Complete School Site Participation Acknowledgement Form
July 31, 2021	Deliverable: Evaluation Plan
July 31, 2021	Deliverable: AmeriCorps Member Pre/Post Service Survey Forms
August 2021	Meeting with evaluator (in-person if allowable conditions)
September 2021	Assist with AmeriCorps Member Training (Evaluation/Data Session)
August – October 2021	Student Initial Screening Period – Evaluator receives Eligible Student Rosters and begins randomization
August – December 2021	Weekly Meetings
October 2021	Deliverable: AmeriCorps Member Survey Results/Outcome Report
August – November 2021	Year 3 ARM Grant Application Assistance with Data and Evaluation Sections
October – December 2021	Tutoring/Intervention
January 2022	Year 2 Mid-Point Data Collection
Late Jan – Early Feb 2022	Assist with AmeriCorps Member Training (Evaluation/Data Session)
February – April 2022	Tutoring/Intervention
March – May 2022	Develop Year 3 Evaluation Process Schedule
April 2022	Meeting with evaluator (in-person if allowable conditions)
April – May 2022	Year 2 End-Point Data Collection
June – July 2022	Aggregate Year 2 Data Deliverable - draft of Evaluation Report
August – October 2022	ARM Re-Compete Grant Application 2023-2026 Assist w/ Data and Eval Sections
August – December 2022	Weekly Meetings
September 2022	Deliverable - Final Program Evaluation Report
Spring 2023	Presentations
Project Activity/Timeline similar for 2022 - 2023 (Year 3) with specifics developed jointly	

Appendix C

AMERICA READS – MISSISSIPPI (ARM) PROGRAM EVALUATION PROPOSAL Proposed Budget (July 2021 – July 2023 (pending annual grant funding))

Principal Investigator: _____

Budget Category and Narrative	Budget Totals
Personnel Services: identify the daily rates of proposed team members, distinguishing between in-house and subcontracted personnel, and calculate the total costs required to execute the proposed evaluation within the required timeline.	
Total Personnel	
Travel: Identify all reimbursable travel expenses.	
Total Travel	
Material Production Costs: Identify all costs related to the production of materials for the evaluation project including commodities and supplies.	
Total Material Production Costs	
Miscellaneous Expenses: Identify all miscellaneous expenses that will be incurred in performance of this contract, not previously covered in the items listed above. Submit rates for each miscellaneous expense identified.	
Total Miscellaneous Expenses	
Indirect Costs: Identify indirect costs associated with the implementation of the evaluation.	
Total Indirect Costs	
TOTAL COSTS	

*Applicant may revise line item headings as needed

Appendix D

AMERICA READS – MISSISSIPPI (ARM) PROGRAM EVALUATION PROPOSAL CONTRACTUAL STANDARDS AND ASSURANCES

The following standards and assurances are applicable to all applicants, as well as the selected evaluator and all submitted proposals in response to this Request for Proposals.

Conditions and Requirements:

- The attached proposal is valid for at least thirty-days subsequent to the due date of submission. The proposal shall become part of the ensuing Agreement in the event that the Agreement is awarded to your organization.
- America Reads – Mississippi/IHL reserves the right to correct and clarify this RFP. Any corrections and clarifications will be sent to all bidders that have provided written notice of intent to bid.
- America Reads – Mississippi/IHL reserves the right to request clarifications or corrections to proposals. America Reads – Mississippi/IHL reserves the right to reject any or all proposals, select or reject any, all, or none of the services discussed in this RFP, or cancel the RFP in its entirety at America Reads – Mississippi's sole discretion.
- Any action at law, suite in equity, or judicial proceeding for the enforcement of the Agreement or for any breach thereof, shall be instituted only in the courts of the State of Mississippi.
- America Reads – Mississippi/IHL shall have free access at all proper times to records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to the audit.
- All documents submitted to America Reads – Mississippi/IHL shall become the exclusive property of America Reads – Mississippi/IHL.

Contract Clauses:

- **Employment Status:** The Evaluator shall, during the entire term of this contract, be construed to be an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.
- **Record Retention and Access to Records:** At the conclusion of the evaluation, the Evaluator will maintain possession of and make available to America Reads – Mississippi/IHL any financial records, supporting documents, statistical records and all other records pertinent to the services performed by the Evaluator under this contract in accordance with the policies and procedures or professional regulatory requirements. These records will be maintained for at least five (5) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the five (5) year period, or if audit findings, litigation or other legal

action has not been resolved at the end of the five (5) year period, the records shall be retained until resolution.

- **Modification or Amendment:** America Reads – Mississippi/IHL may, from time to time, request changes in the scope of services to be performed. Such changes, including any increase or decrease in the amount of the award, which are mutually agreed upon by and between the America Reads – Mississippi/IHL and the Evaluator shall be included in written amendments to this contract signed by all parties prior to the changes.
- **Assignment:** The Evaluator shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this contract without the prior written consent of America Reads – Mississippi/IHL. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under this contract shall be binding on all successors in interest or assigns of such party.
- **Waiver:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this contract.
- **Indemnification:** The Evaluator agrees to indemnify, defend, save and hold harmless, America Reads – Mississippi/IHL from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney fees, arising out of or caused by a negligent or wrongful act of the Evaluator, its officers, employees and subcontractors in the performance of services under this contract.
- **Insurance:** The Evaluator represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of the Evaluator's personnel, as well as comprehensive general liability, or professional liability insurance and, where applicable, employee fidelity bond insurance. The Evaluator will, upon request, furnish America Reads - Mississippi with a certificate of conformity providing the aforesaid coverage.
- **Governing Law:** This contract shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, MS in Hinds County, Mississippi. The Evaluator expressly agrees that under no circumstances shall America Reads – Mississippi/IHL obligated to pay an attorney's fee or the cost of legal action to the Evaluator.
- **Severability:** If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby and each term and provision of the contract(s) shall be valid and enforceable to the fullest extent permitted by law.
- **Compliance with Laws:** The Evaluator shall comply in all material respects, with all applicable laws, regulations, policies, and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivision that may affect the performance of services under this contract. Specifically, but not limited to, the Evaluator shall not illegally discriminate against any employee nor shall any party be subject to illegal discrimination in the performance of this contract because of race, creed, color, sex, age, national origin or disability.

- **Employment Verification:** The Evaluator represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, 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 Evaluator 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 Evaluator further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Evaluator understands and agrees that any breach of these warranties may subject the Evaluator to the following: (a) 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 (b) the loss of any license, permit, certification or other document granted to the Evaluator by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Evaluator would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- **Termination:** America Reads – Mississippi/IHL may terminate this contract with or without cause, by providing a fifteen (15) day written notice of termination to the Evaluator.