



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
ADULT EDUCATION AND LITERACY SECTION**

Fiscal Year 2013--English Literacy/Civics (EL/Civics) Invitation for Bid

BID NO. EL/Civics 0010-001
TITLE: English Literacy/Civics Program
ISSUE DATE: February 8, 2012

CONTACT PERSON: Angela Heidbreder
PHONE NO.: (573) 751-1249
E-MAIL: Angela.heidbreder@dese.mo.gov

RETURN BID NO LATER THAN: 4:00 p.m., March 30, 2012

MAILING INSTRUCTIONS: Print or type **Bid Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN BID TO:

MAILING ADDRESS (first class or priority):

**DEPT OF ELEMENTARY AND SECONDARY EDUCATION
ADULT EDUCATION AND LITERACY
P O BOX 480
JEFFERSON CITY MO 65102-0480**

STREET ADDRESS (overnight or hand delivery):

**DEPT OF ELEMENTARY AND SECONDARY EDUCATION
ADULT EDUCATION AND LITERACY
205 JEFFERSON STREET 4TH FLOOR
JEFFERSON CITY MO 65102**

CONTRACT PERIOD: July 1, 2012 through June 30, 2013 with renewal (see 1.1)

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this bid shall govern in the event of a conflict with his/her application. The bidder further agrees that upon receipt of an authorized purchase order from the Department of Elementary and Secondary Education (DESE) or when this bid is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and DESE.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME (Include Dr., Mr., Mrs., Ms., or Miss)		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE Chris Nicastro, Ph.D., Commissioner of Education	DATE

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose

This document constitutes a request for competitive bids for operating an English Literacy/Civics (EL/Civics) program. Only programs currently funded to provide adult education and literacy services by Missouri Department of Elementary and Secondary Education (DESE) Adult Education and Literacy (AEL) Section are eligible to apply for the EL/Civics contract. Funding for these bids is provided by the U.S. Department of Education and all federal rules governing the use of these funds apply. Bids awarded will be funded for the period of July 1, 2012 to June 30, 2013. The contract is for one year with the possibility of two (2) one-year renewals. Renewals will be based on satisfactory performance and the availability of funds.

1.1.1 Organization: This document, referred to as an Invitation for Bid (IFB) is divided into the following parts:

1. Introduction and General Information
2. General Contractual Requirements
3. Application Submission Information
4. Terms and Conditions
5. Exhibit A: EL/Civics Outcomes Report
6. Attachment A: Organization for the Blind/Sheltered Workshop Commitment
7. Attachment B: Missouri Service Disabled Veteran Business Preference

1.2 Pre-Bid Meeting

1.2.1 A pre-bid meeting/teleconference regarding this application will be held on February 14, 2012 from 10:00 to 1:00 in the first floor conference room of the Jefferson Building, located at 205 Jefferson Street, Jefferson City, Missouri. Parking is available in the City Parking Garage, which is located at 200 Madison Street, on the southeast corner of Madison and Capitol Avenues.

Applicants may opt to travel in or dial into the meeting by using the toll free number. The local number for the teleconference is 526-6119. The toll free number is 866-630-9345. The state operators will open the port. The line will be open beginning at 10:00 a.m. central standard time.

- A. DESE asks that the caller(s) use a phone with mute capability so that background noise is minimized.
- B. Applicants participating in the meeting via the telephone are requested to send an e-mail to angela.heidbreder@dese.mo.gov after the pre-bid meeting, indicating their participation in the meeting.

1.2.2 Attendance is not required in order to submit a response. However, applicants are encouraged to attend since the information relating to this bid will be discussed in detail. Applicants should bring a copy of the Invitation for Bid (IFB) since it will be used as the agenda for the pre-bid meeting.

1.2.3 Applicants are strongly encouraged to advise DESE within five working days of the scheduled pre-bid meeting of any special accommodations needed for disabled personnel who will be attending the meeting so that these accommodations can be arranged.

1.2.4 The bid will be available on DESE's Adult Education and Literacy web site at www.ael.mo.gov. Applicants are strongly encouraged to visit this site frequently for updates and amendments to this bid.

1.3 Background Information

1.3.1 DESE's AEL Section, with funding from the U.S. Department of Education, supports local projects that provide and increase access to English literacy programs in which civics education takes place.

- 1.3.2 A local EL/Civics program will provide civics-related instruction for students learning the English language. There will be three civics instructional components in the EL/Civics local program: U.S. government and history, the naturalization process, and civic engagement.
- 1.3.3 Students participating in the EL/Civics program will acquire skills and knowledge in English literacy and civics. Through the instructional program, they will be provided with opportunities to apply their skills and knowledge in their daily lives in order to become active and informed parents, workers, and community members.
- 1.3.4 Although an attempt has been made to provide accurate and up-to-date information, DESE does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this bid.

2. GENERAL CONTRACTUAL REQUIREMENTS

2.1 Eligible applicants

- 2.1.1 Entities that are eligible to receive funds awarded by this bid must be currently funded by the Missouri Adult Education and Literacy Section of DESE. The applicant must develop and implement EL/Civics services within the existing contracted AEL service area.
- 2.1.2 If awarded, this contract will be executed separately from the applicant's AEL contract. The applicant must abide by the current contract between the applicant and DESE's award to provide state funded adult education and literacy services.

2.2 Contract period

- 2.2.1 Programs will be funded for the period of July 1, 2012 to June 30, 2013. The contract is for one year with the possibility of two (2) one-year renewals.
- 2.2.2 Renewals will be based on satisfactory performance and the availability of funds.
- 2.2.3 The contract shall not bind, nor purport to bind, DESE for any commitment in excess of the original contract period.

2.3 Demonstrated Effectiveness

- 2.3.1 The applicant should be able to provide evidence that documents successful, reliable, and creative experience in past performances, especially those performances related to the requirement of the contract.
- 2.3.2 It is anticipated that the applicant will receive support and resources from their organization that will contribute to the success of the program.

2.4 Utilization of available community resources

- 2.4.1 To ensure coordination and collaboration at the local level, each project must have an advisory committee. The current AEL advisory committee may serve as the EL/Civics advisory committee.
- 2.4.2 Due to federal supplanting rules, the proposed services cannot supplant current services paid for from non-federal funding sources. Supplant means to replace current non-federal funding with federal funds. The exception to the above example would be if the applicant can document that the current non-federal funding source will be discontinued. The applicant must respond on the application whether current funding will be discontinued, the reasons for the discontinuation and the effective date of the discontinuation. (See 3.3.6, B.3 of the Invitation for Bid)

- 2.4.3 Applicants are encouraged to partner with other community entities, as well as with businesses and industries. Local collaborative efforts should ensure that program services are *not duplicated* and are of sufficient size and intensity to maximize impact in the communities being served.

2.5 Program Operation

- 2.5.1 Applications must reflect the applicant's ability to develop and operate an EL/Civics program that serves the specific needs of a target population of individuals who:

- A. Have attained 17 years of age,
- B. Have limited proficiency in the English language, and
- C. Are not currently enrolled in any secondary school.

- 2.5.2 The contractor will develop a program plan that addresses and describes all components of their EL/Civics instructional program. The plan for the proposed local program will describe the contractor's ability to assist students in gaining proficiency in the English language through instruction in each of three components of the civics program:

- A. U.S. government and history,
- B. The naturalization process, and
- C. Civic engagement.

- 2.5.3 The contractor will provide instruction in U.S. government and history to all students served.

- 2.5.4 Instruction in the naturalization process and civic engagement will be regarded as equally important to the U.S. government and history instruction in the EL/Civics program. However, the local program will, through program design, exercise flexibility and responsiveness to student needs in selecting objectives from the program plan to include for instruction in these two areas. As part of the development of the program plan (described in 2.5.2), the contractor will devise a method or tool for determining the instructional needs of the students enrolled in the EL/Civics program relative to the components of the naturalization process and civic engagement. Programs may find it helpful to use the CASAS Class Profile form (customized specifically for this program) to determine the needs of the students.

The on-going needs assessment, conducted for the purpose of selecting specific objectives for instruction from the program plan, must be described in the application.

- 2.5.5 The applicant may select objectives for the program components from CASAS Competencies 1, 2, 3, 4, and 5, instructional materials from the U.S. Citizenship and Immigration Services, or other appropriate sources to develop the three civics instructional components.

2.6 Program Plan Implementation Requirements

- 2.6.1 The contractor shall implement and satisfy all requirements of the detailed program plan as submitted and approved by the state AEL office. The contractor shall adhere to the following conditions:

The contractor will monitor the progress of each student served by the program.

- A. The *Comprehensive Adult Student Assessment System (CASAS)* for reading or listening will be used to measure literacy progress. Programs will follow the guidelines and directives contained in the state AEL Assessment Policy in administering the CASAS test. The program will be required to meet the overall average of the federally negotiated targets for the ESL educational functioning levels for Fiscal Year 2013.

- B. The *CASAS Government and History for Citizenship Test* will be used to report outcomes related to U.S. government and history objectives. This test must be administered to all students that pre-test in reading or listening at NRS ESL levels “ESL High Beginning” through “ESL Advanced.” Students that pre-test at NRS levels “ESL Beginning Literacy” and “ESL Low Beginning” are exempt from the *CASAS Government and History for Citizenship Test*.

For those students required to take the *CASAS Government and History for Citizenship Test*, but who do not pass it initially, they may be retested following additional instruction. The program is expected to achieve an eighty (80) percent pass rate.

- C. For the instructional components of the naturalization process and/or civic engagement, the contractor will develop tools to monitor and track the progress of each student.

2.6.2 The contractor must staff the EL/Civics program with qualified instructors.

- A. The contractor must use AEL certified teachers for instruction. Certification of those employed is the responsibility of the contractor. AEL certified teachers must provide supervisory assistance to literacy volunteers and other non-certified program staff.
- B. The contractor is encouraged to have all instructional staff participate in an EL/Civics professional development activity. The state AEL office suggests the EL/Civics Online Professional Development Activity. This tool can be found at <http://www.elcivicsonline.org/>.

2.6.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.7 Reporting Requirements

2.7.1 All contractors must use the state Adult Computer Enrollment System (ACES) to report student enrollment, demographics, assessment, and exit data required by the National Reporting System. Contractors must identify students in this project by enrolling them in a class titled “EL/Civics” in the funding source section of ACES. Programs shall assign a class code in ACES to classes specifically funded by EL/Civics funds.

2.7.2 The contractor shall submit the reports to the state AEL office along with any other reports which may be deemed necessary to facilitate the reporting of data to the National Reporting System.

2.7.3 Student progress and program effectiveness shall be reported to DESE in an end-of-year report. The EL/Civics Outcomes Report must be completed and submitted to the state AEL office by July 31. (See Attachment A for the EL/Civics Outcomes Report.)

- A. Recruitment and persistence will be reported based on daily enrollment and attendance records collected by the contractor.
- B. Student progress in literacy will be reported based on pre- and post-test outcomes of the *Comprehensive Adult Student Assessment System* (CASAS) in reading or listening.
- C. Student progress in U.S. history and government will be reported based on outcomes of the *CASAS Government and History for Citizenship Test*.
- D. The EL/Civics Outcomes Report will include a narrative section asking for a summary of instructional objectives and activities for each civics component.

2.7.4 Contractors may be asked to submit status reports and other reports as required by the state AEL office. Failure to submit required reports is deemed sufficient cause to terminate funding.

2.8 Budget Requirements

2.8.1 Programs will be funded for the period of July 1, 2012 to June 30, 2013. The contract is for one year with the possibility of two (2) one-year renewals. Renewals will be based on satisfactory performance and the availability of funds.

2.8.2. The maximum award amount for a contract will be no greater than \$60,000.00.

2.8.3 All funds awarded for this application are based on and may be adjusted based on available funds.

2.8.4 Only five percent (5%) of the requested funds may be used for administration; however, an additional five percent (5%) may be requested and, if approved, used for administrative costs. A detailed explanation will be required in the application's budget section giving reasons why the additional percent is needed. The total allowable percentage of funds that can be utilized for administration is ten percent (10%) of the total budget.

2.8.5 The contract shall not bind, nor purport to bind, DESE for any commitment in excess of the original contract period.

2.8.6 DESE has the right to reduce the budget based on program plan and/or funds available. If this becomes necessary, the program will be notified.

2.8.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.9 Other Financial Requirements

2.9.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles, OMB Circulars A-21, A-87, and A-122 as applicable and other procedures specified by the state. These records must be made available at all reasonable times to the state AEL office and/or its designees during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or contract renewal period.

2.9.2 The contractor shall permit governmental auditors and authorized representatives of the state, for the purpose of audit or examination, to have access to any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state AEL office and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and the state AEL office will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.9.3 The contractor shall agree and understand that the state of Missouri *does not make advanced payments* to the contractor for any services performed or goods purchased or provided.

A. The contractor must ensure that all services have been provided and costs have been incurred or encumbered prior to submitting an invoice to the state AEL office for payment/reimbursement from the state AEL office.

B. The contractor shall agree and understand that any amount funded per the contract is subject to appropriations made by the General Assembly and signed into law by the governor. In addition, the total budget amount described herein is also subject to reduction by executive order and/or by administrative policy of the state AEL office when deemed in the best interest of the state AEL office. Therefore, the state AEL office does not guarantee that any amount of funds will be spent in accordance with the contract.

- 2.9.4 The contractor may not use its contract to pay for any of the following:
- A. Religious workshop, instruction or proselytizing.
 - B. Construction, remodeling, repair, operation, maintenance, lease, or rent of any facility or part of a facility used for any of the activities specified in A, herein.
 - C. An activity of a school or department of divinity. A school or department of divinity is defined in 34 CFR 76.532(b).
- 2.9.5 The contractor will maintain time and effort reports for any employee paid with federal funds in accordance with OMB Circulars A-21, A-87, and A-122, as applicable.

2.10 Invoicing and Payment Requirements

- 2.10.1 In order to obtain reimbursement for expended funds, the contractor must adhere to the following guidelines:
- A. Prior to the initiation of a reimbursable local AEL program, a contract agreement will be entered into by and between the bidder and DESE. This contract will be for the current fiscal year and must be renewed each year. The contract will indicate the categories in which expenditures are authorized and the maximum amount authorized for expenditures in each category. The contract may be amended by subsequent supplemental contract agreements. Reimbursement from state and/or federal funds will be made for the period covered by the contract agreement *not to exceed the ten percent (10%) maximum administrative amount of the total budget amount.*
 - B. Expenditure reports are due no less than quarterly. However, it is recommended that they be submitted monthly. Expense reports are due the 1st of the month to receive payment by the 21st of the same month. Any report received after that date will be reimbursed by the 21st of the next month. Extensions to this due date will be communicated by the state AEL office via e-mail.
 - C. Expenditures incurred prior to the start of the contract are not reimbursable.
- 2.10.2 The firm, fixed price shall constitute the total amount available for the contractor for all services specified in the requirements of this document. However, reimbursement will be based on actual expense per the following: On the face of each expenditure report, the contractor must identify actual incurred expenses.

2.11 Other Contractual Requirements

- 2.11.1 Business Compliance: The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that they and any proposed subcontractors are presently in compliance with such laws. The contractor shall provide documentation of compliance upon request by DESE. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- A. Registration of business name (if applicable)
 - B. Certificate of authority to transact business/certificate of good standing (if applicable)
 - C. Taxes (e.g., city, county, state, federal)
 - D. State and local certifications (e.g., professions, occupations, activities)
 - E. Licenses and permits (e.g., city or county licenses, sales permits)

F. Insurance (e.g., worker's compensation, unemployment compensation)

2.11.2 Contractor Language: The applicant understands and agrees that by signing the contract, they certify the following:

- A. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- B. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the state of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the bidder from doing business with the state.
- C. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.11.3 Termination/Cancellation: DESE reserves the right to terminate the contract at any time, for the convenience of the department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:

- A. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of DESE, become the property of DESE. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by DESE pursuant to the contract prior to the effective date of termination.
- B. As directed by DESE, the contractor shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
 - 1. If the open commitments are cancelled, DESE shall pay all costs (including penalties) resulting from the cancellation.
 - 2. If such commitments continue to be executed, the contractor shall be entitled to be paid for the contractor's services pursuant to the requirements of the contract, as if such cancellation had not occurred.

DESE also reserves the right to cancel the contract at any time for a breach of any contract obligation or non-compliance with applicable state and/or federal laws, regulations, assurances or policy statements by providing the contractor with a written notice of such cancellation. Should DESE exercise its right to cancel the contract for such a reason, the cancellation shall become effective on the date specified in the notice of cancellation sent to the contractor.

2.11.4 Property of Department: The contractor shall agree and understand that all deliverables developed as a result of the contract, shall become the property of DESE with all rights and interests for present and future use as deemed appropriate by DESE.

- A. The contractor shall be responsible for obtaining copyrights as appropriate in the name of DESE as instructed and approved by DESE. If approved, the contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.

- B. The contractor shall maintain an up-to-date equipment inventory of capital outlay items costing \$1,000.00 or more which have been purchased with funds from this contract. This inventory shall be current and available for review and audit at all times.
 - C. DESE shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc., and (2) DESE agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
 - D. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the bidder's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of DESE.
 - E. The contractor shall defend, indemnify and hold harmless DESE, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the bidder's performance or products produced under the terms of the contract.
- 2.11.5 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the state of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the state of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the bidder under the terms of the contract.
- A. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the state of Missouri, including its agencies, employees, and assignees.
 - B. Under no circumstances shall the bidder be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above), (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.11.6 Insurance: The contractor shall understand and agree that DESE cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect DESE, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.11.7 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of DESE. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold DESE, its officers, agents, and employees, harmless from and against any and all loss, costs (including attorney fees), and damage of any kind related to such matters.
- 2.11.8 Coordination: The contractor shall fully coordinate all contractor activities with those activities of DESE. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to DESE throughout the effective period of the contract.

- 2.11.9 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and DESE and to ensure that DESE is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and costs (including attorney fees), of any kind related to a subcontract in those matters described in the contract between DESE and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain approval from the state AEL office prior to establishing any new or renewing subcontracting arrangements and before changing any subcontractors.
- 2.11.10 Transition: Upon award of the contract, the contractor shall work with DESE and any other organizations designated by DESE to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by DESE.

Upon expiration, termination, or cancellation of the contract, the contractor shall assist DESE to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by DESE, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- A. The contractor shall deliver, free on board destination, all records, documentation, etc., which were required to be produced under the terms of the contract.
- B. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- C. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract on the date specified by DESE, in order to ensure the completion of such service prior to the expiration of the contract.

3. APPLICATION SUBMISSION INFORMATION

3.1 Submission of Application

- 3.1.1 AEL funded programs are eligible for only one EL/Civics contract.
- 3.1.2 Electronic submission of the application through the on-line web site is not available for this contract. Faxed applications will not be accepted for this contract. Incomplete applications will be considered nonresponsive and will not be evaluated.

When submitting an application, the applicant must submit the following required documents:

- A. The applicant must submit two (2) copies of page one (signature page) from the application with original signatures. If an amendment to this application is released the applicant must submit two (2) copies of page one (signature page) of the amendment application with original signatures. Any amendment issued will supersede any and all previous releases of this contract application.
- B. Completed application form,
- C. Completed budget form,
- D. Budget narrative,

E. Organization for the Blind/Sheltered Workshop Commitment (optional), and

F. Missouri Service Disabled Veteran Business Preference (optional).

Submission of forms for Organization for the Blind/Sheltered Workshop Commitment (Attachment A) and Missouri Service Disabled Veteran Business Preference (Attachment B) is optional, but these forms must be submitted to qualify for bonus points in evaluation process for these criteria.

All information required to apply for this contract must be received by the Department of Elementary and Secondary Education, Adult Education and Literacy Section, 205 Jefferson Street, PO Box 480, Jefferson City, MO 65102 by 4:00 p.m. on March 30, 2012. Applications received after the specified time will not be accepted or evaluated.

3.1.3 The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and that the state AEL office is under no obligation to solicit such information if it is not included with the application. The applicant's failure to submit such information will cause an adverse impact on the evaluation of the application.

3.1.4 Applicant's Contacts: Applicants and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the contract, the evaluation, etc. to the contact person indicated on the first page of this IFB. Applicants and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Applicants and their agents who have questions regarding this matter should contact the contact person.

3.2 Evaluation and Award Process

3.2.1 After determining that the application satisfies the mandatory requirements stated in the contract, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the application in accordance with the evaluation criteria stated below:

A. Demonstrated effectiveness	28 points
B. Utilization of available community resources	10 points
C. Documented need for local EL/Civics program	10 points
D. Program Operation	80 points
E. Budget	70 points
F. Economic impact to Missouri	2 points
G. Organization for the Blind/Sheltered Workshop	10 bonus points
H. Missouri Service-Disabled Veteran Business Preference	3 bonus points

3.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the applicant, if deemed necessary by the state AEL office. In addition, the applicant may be asked to make an oral presentation of their application during the conference. Attendance cost at the conference shall be at the applicant's expense. All arrangements and scheduling shall be coordinated by the state AEL office.

3.3 Bid Application

3.3.1 General Information

This section of the bid application will provide an estimation of the number of students to be served by the program.

3.3.2 Demonstrated Effectiveness

- A. Experience and reliability of the applicant's organization are considered subjectively in the evaluation process. Therefore, the applicant is advised to submit any information which documents successful, reliable, and creative experience in past performances, especially those performances related to the requirements of the contract. Although outcomes cannot be guaranteed, a level of confidence for potential success needs to be conveyed.
- B. Describe the specific resources (i.e. salaries, facilities, utilities, etc.) that your organization will contribute to the program which are critical to the success of the program.

3.3.3 Utilization of available community resources

Describe the activities that will be provided that are coordinated with other resources in the community. The description should include, but is not limited to links with local community-based organizations, social service agencies, school districts, churches or other organizations that serve this population.

3.3.4 Documented need for EL/Civics program

Provide demographic evidence of the EL/Civics needs of the targeted population not currently being met by other programs or projects using local, state, and/or federal data to document the need for the program.

- A. Describe the English literacy and civics needs of the target population within the AEL service area. This information could be gathered from the school districts served, U.S. census statistical information, and other federal and state reports on English as a Second Language (ESL), workplace literacy, and limited English proficient literacy needs. The applicant is encouraged to include discussions with business and industry, government organizations, workforce development agencies, labor organizations, social service organizations, educational institutions, social/fraternal organizations, etc., which identify the needs of the area.
- B. Describe the specific recruitment strategies to inform a wide cross-section of the population of the availability and benefits of the program.

3.3.5 Program Operation

Each application will be reviewed to determine the quality of the program plan, including the extent to which the program is instructionally comprehensive and the degree to which the program is responsive to student needs. The program plan should be easily understood, with clear and detailed descriptions of all areas requested. The narrative should specifically:

- A. Describe instructional strategies and possible activities for each of the three civics instructional components:
 - U.S. government and history,
 - Naturalization process, and
 - Civic engagement.
- B. For the purpose of selecting objectives for instruction in the program components of the naturalization process and civic engagement:
 - Describe the method(s) or tool(s) that will be used to conduct the ongoing needs assessment.
 - Describe how instructional objectives will be selected from this needs assessment.

3.3.6 Budget Information

- A. All applicants must complete the budget column of the EL/Civics Excel budget form provided with this IFB to allocate their budget to the appropriate object codes.
- B. All applicants must provide a budget narrative describing how funds awarded with this agreement will be used. The narrative should include:
 - 1. An explanation of the amounts allocated in each object code of Category I and Category II.
 - 2. If the percent for Category II exceeds five percent (5%), an explanation should be provided for justification of the percentage.
 - 3. If these funds are replacing non-federal funds, the applicant must explain why these funds are being discontinued and the effective date of the discontinuation.

3.3.7 Economic Impact to Missouri

Contractor should provide information showing the economic impact the host entity has on the state of Missouri. Information provided must include a description of:

- A. The proposed services that will be performed by Missourians,
- B. The economic impact returned to the state of Missouri through tax revenue obligations, and
- C. The entity's economic presence within the state of Missouri (e.g., type of facilities, sales outlets, divisions, manufacturing, warehouse, other) including Missouri employee statistics.

3.3.8 Preference for Organizations for the Blind and Sheltered Workshops

Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the DESE pursuant to section 178.920, RSMo.

- A. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - 1. The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2. The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the bidder's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

3. If the bidder is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:
- Participation Commitment - The bidder must complete, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The bidder must either provide a properly completed Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

B. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

C. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

D. Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on Participation Commitment, shall be interpreted as a contractual requirement.

3.3.9 Missouri Service-Disabled Veteran Business Preference

Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed documentation specified in accordance with the instructions provided therein, no preference points will be applied.

4. TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an application document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Elementary and Secondary Education (DESE)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Applicant** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DESE. The **Contact Person** as referenced herein is usually the buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful applicant as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the applicant to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DESE to potential applicants for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the applicant must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the applicant with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DESE.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DESE.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the DESE if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from applicants regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DESE, unless the IFB specifically refers the applicant to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all applicants will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, applicants are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Applicants are cautioned that the only official position of the State of Missouri is that which is issued by the DESE in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DESE monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among applicants, price-fixing by applicants, or any other anticompetitive conduct by applicants which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DESE reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Applicants must examine the entire IFB carefully. Failure to do so shall be at applicant's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The applicant may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the applicant shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the

- proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
 - e. In the event that the applicant is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such an applicant may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DESE and the applicant, if such applicant is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such applicant needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
 - f. All equipment and supplies offered in a Bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
 - g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
 - h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
 - i. Any foreign applicant not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Applicants may submit bids hard copy delivered to the DESE office. Delivered bids must be sealed in an envelope or container, and received in the DESE office located (see cover page for address) no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the applicant's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DESE post office box address. However, it shall be the responsibility of the applicant to ensure their bid is in the DESE office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DESE office may be modified by signed, written notice which has been received by the DESE prior to the official opening date and time specified. A bid may also be modified in person by the applicant or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DESE office may only be withdrawn by a signed, written notice or facsimile which has been received by the DESE prior to the official opening date and time specified. A bid may also be withdrawn in person by the applicant or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Applicants delivering a hard copy bid to DESE must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the applicant of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the applicant's full compliance with those documents is indicated elsewhere within the applicant's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DESE will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DESE office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the applicant and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point, and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an applicant shall be subject to evaluation if deemed by the DESE to be in the best interest of the State of Missouri.
- c. The applicant is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the applicant whose bid (1) complies with all mandatory specifications and requirements of the IFB, (2) is the lowest and best bid, considering price, responsibility of the applicant, and all other evaluation criteria specified in the IFB, and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all applicants fail to meet the same mandatory requirement in an IFB, DESE reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the DESE reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DESE reserves the right to reject any and all bids.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from an applicant, from applicant's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the DESE to the successful applicant. The DESE reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DESE based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DESE reserves the right to request clarification of any portion of the applicant's response in order to verify the intent of the applicant. The applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- m. The final determination of contract award(s) shall be made by DESE.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the applicant agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DESE's acceptance of the response (bid) by "notice of award" or by "purchase order." All exhibits and attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DESE or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DESE.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DESE, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the Bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DESE may cancel the contract. At its sole discretion, the DESE may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DESE within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DESE will issue a notice of cancellation terminating the contract immediately.
- c. If DESE cancels the contract for breach, DESE reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as DESE deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the applicant/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the applicant/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify DESE immediately.
- b. Upon learning of any such actions, DESE reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, DESE shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by DESE until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore applicant's failure to maintain compliance with chapter 144, RSMo may eliminate their Bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.



Adult Education and Literacy
EL/Civics Instructional Program
Fiscal Year 2013
End-of-Year Outcomes Report

Directions: Please complete the following report regarding the outcomes of your local EL/Civics instructional program. **For sections 2 and 3, include only data pertaining to students who attended 12 or more program hours and completed a pretest. Additionally, for section 3, only report outcomes for students required to take the CASAS Government and History Test (see 2.6.1 B).**

Program	
1. Recruitment and Persistence	
a. Number of students to be served (indicated in approved contract)	
b. Number of students served (12+ hours and a CASAS literacy pre-test)	
2. Academic Progress	
a. Number of students completing a CASAS literacy post-test	
b. Number of students that advanced an educational functional level	
c. Progression rate (2.b divided by 1.b)	
3. US Government and History	
a. Number of students that completed the CASAS Government and History for Citizenship test	
b. Number of students that passed the CASAS Government and History for Citizenship test	
c. Percent of students that passed the CASAS Government and History for Citizenship test	

Directions: For the following section, describe the instruction and/or activities provided related to the following area. To enter text, place cursor in the box and begin to type. Boxes will expand as you type.

U.S. Government and History

Directions: For the following sections, list the instructional objectives chosen, activities and strategies employed, how student progress was measured, and the student outcomes that were achieved relative to those objectives.

Civic Engagement

Naturalization Process

Directions: List professional development activities the EL/Civics staff participated in specific to the EL/Civics program.

Professional Development Activities

Directions: Add any additional information to be considered regarding the effectiveness of the program.

Additional Comments