

2024-2025 Textbook/ Instructional Materials Adoption Call for Bids



**Mississippi Department of Education
Office of Instructional Materials and Library Services
1252 Eastover Dr., Suite 301
Jackson, MS 39211**

**Contact: Elizabeth Simmons
E-mail: esimmons@mdek12.org**

Due Date: August 27, 2024

Section 1: Introduction and Overview

The Mississippi Department of Education (MDE) through the Office of Instructional Materials and Library Services, is issuing a call for the adoption of textbooks/instructional materials in the areas of 9-12 Career Technical Education, K-12 mathematics, social studies, and art, and Advanced Placement in mathematics and social studies. Materials submitted must meet specific criteria to be selected for placement on the Textbook Adoption List that will be used by public, accredited non-public, and special state-schools and students in the state of Mississippi. The adopted list will be published on the [Mississippi Instructional Materials Matter website](#).

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted on the [MDE website](#) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested vendors to monitor the website for updates regarding this call for bids.

Section 2: Plan to Achieve the Scope of Services

This section contains information on services and requirements the Publisher/Vendor must provide. The descriptions are not all-inclusive but are provided to inform you of services or requirements that may require additional planning or programming on your part. A detailed plan is required to respond to this solicitation to describe how the Publisher/Vendor will implement and achieve the services required.

A. Scope of Services

Publishers/Vendors may only select one instruction material/program for each course code/grade level. If an instructional material covers multiple grade levels within a course code, please bid that instructional material once (only send in one bid for that instructional material). If the instructional material is grade level specific within a course code, Publishers/Vendors can submit the instructional material for bid in each grade level and the instructional material will be considered as “one” instructional material. If the same textbook/instructional materials are provided by different Publishers/Vendors, then all Publishers/Vendors will need to take part of the adoption process.

Instructional materials currently under contract in Mississippi should not be bid. Do not bid any instructional materials with a copyright date of **2018** or before.

Instructional Materials that contain obscene, lewd, sexist, or vulgar material advocating prejudicial behavior or actions or encouraging acts determined to be anti-social or derogatory to any race, sex, or religion will not be considered for adoption by the Mississippi State Board of Education {Miss. Code Ann. § 37-43-31(5) and Miss. Code Ann. § 37-11-81}.

B. Contractor Qualifications Required

As Publishers/Vendors make decisions regarding the submission of textbooks/instructional materials for consideration for adoption, the appropriate state standards should be consulted to ensure that the textbooks being bid properly match the curriculum requirements. The state standards can be found on the Mississippi College- and Career-Readiness Standards webpage: www.mdek12.org/OAE/college-and-career-readiness-standards.

C. Deliverables

During the 2024-2025 Instructional Materials Adoption, all instructional materials submitted for consideration for state adoption will be subject to a review for course standards alignment, rigor, and instructional differentiability.

Publishers/Vendors must list each instructional material separately, along with the copyright price, printing edition, and grade/subject area to be considered for adoption. Digital/virtual formats of textbooks/instructional materials will be considered for review. Bids not following the format will not be considered.

When a manuscript/galley is submitted for review by the committee, **no substantive changes** may be made in the content. (Minimum changes may be made that do not affect the compatibility of the textbooks.) MDE reserves the right to review and grant permission before any change can be made in the title or in the content of the textbooks, series, program, or manuscript.

A description of each course can be found on the [MDE Approved Course Codes website](#).

Committee (Course and Grade Levels)	Course Codes	Instructional Category*	Format**
MATHEMATICS			
Mathematics GR K-2	<ul style="list-style-type: none"> • GR K – 279901 • GR 1 – 279901 • GR 2 – 279901 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Mathematics GR 3-5	<ul style="list-style-type: none"> • GR 3 – 279901 • GR 4 – 279901 • GR 5 – 279901 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Mathematics GR 6-8	<ul style="list-style-type: none"> • GR 6 – 279901 • GR 7 – 270101 • GR 8 – 270720 • Compacted Math GR 7 (w/ GR 8) – 270710 • Compacted Math GR 8 (w/ Algebra) – 270721 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Mathematics GR 9-12	<ul style="list-style-type: none"> • SREB Ready for High School Math – 270110 • Foundations of Algebra (GR 9) – 270390 • Algebra I – 270404 • Geometry – 270408 • Algebra II – 270405 • Essentials for College Math – 270715 • SREB Math Ready – 270740 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)

Mathematics GR 9-12 (AP)	<ul style="list-style-type: none"> Algebra III – 270441 AP PreCalculus – 270620 Calculus – 279912 AP Calculus AB – 279908 AP Calculus BC – 279909 AP Statistics – 270535 CCR Advanced Mathematics Plus – 270730 Advanced Technical Math – 279911 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
SOCIAL STUDIES			
Social Studies GR K-6	<ul style="list-style-type: none"> GR K – 459901 GR 1 – 459901 GR 2 – 459901 GR 3 – 459901 GR 4 – 459901 GR 5 – 459901 GR 6 – 459901 	Comprehensive or Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Social Studies GR 7-8	<ul style="list-style-type: none"> GR 7 (World History) – 450837 GR 7 (Compacted) - 451035 GR 8 (US History) – 450804 GR 8 (Compacted) - 451030 	Comprehensive or Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Social Studies GR 9-12	<ul style="list-style-type: none"> MS Studies - 450705 World History - 450835 US History - 450811 US Government - 451004 Economics - 450601 Intro to Geography - 450704 Advanced Geography - 450711 African American Studies - 230425 History of the Ancient Middle East - 459904 Problems of American Democracy - 451017 Psychology I - 42011 Psychology II - 420109 Sociology - 451121 Law Related Education - 220101 Minority Studies - 050211 Western Civilizations - 300411 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Social Studies GR 9-12 (AP)	<ul style="list-style-type: none"> Art History - 500743 Comparative Government and Politics - 451020 European History - 450856 Human Geography - 450715 Macro/Microeconomics – 450623 and 450624 Psychology - 420115 US Government and Politics - 451008 US History - 450814 	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)

	<ul style="list-style-type: none"> World History: Modern - 450836 		
THE ARTS			
Dance GR K-8	<ul style="list-style-type: none"> GR K Dance – 500305 GR 1 Dance – 500305 GR 2 Dance – 500305 GR 3 Dance – 500305 GR 4 Dance – 500305 GR 5 Dance – 500305 GR 6 Dance – 500305 GR 7 Dance – 500505 GR 8 Dance – 500505 <ul style="list-style-type: none"> GR K Performance – 500308 GR 1 Performance – 500308 GR 2 Performance – 500308 GR 3 Performance – 500308 GR 4 Performance – 500308 GR 5 Performance – 500308 GR 6 Performance – 500308 GR 7 Performance – 500507 GR 8 Performance – 500507 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Dance GR 9-12	<ul style="list-style-type: none"> Foundations – 500300 Proficient – 500301 Accomplished – 500302 Advanced – 500304 Performance I – 500320 Performance II – 500321 Performance III – 500322 Repertory & Production – 500323 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Media Arts GR K-6	<ul style="list-style-type: none"> GR K Art – 500240 GR 1 Art – 500240 GR 2 Art – 500240 GR 3 Art – 500240 GR 4 Art – 500240 GR 5 Art – 500240 GR 6 Art – 500240 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Media Arts GR 7-12	<ul style="list-style-type: none"> Introduction – 500160 Animation – 500162 Digital Sound – 500163 Moving Image – 500161 Virtual Design – 500166 Interactive & Game Design – 500167 Interdisciplinary – 500165 Media for Performance – 500164 Performance Design – 500170 Graphic Arts & Web Design - 500169 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Music GR K-6	<ul style="list-style-type: none"> GR K Music – 509904 GR 1 Music – 509904 GR 2 Music – 509904 GR 3 Music – 509904 GR 4 Music – 509904 GR 5 Music – 509904 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials

	<ul style="list-style-type: none"> • GR 6 Music – 509904 • GR K Band – 509905 • GR 1 Band – 509905 • GR 2 Band – 509905 • GR 3 Band – 509905 • GR 4 Band – 509905 • GR 5 Band – 509903 • GR 6 Band – 509903 • GR 6 Ensemble Instrumental – 500927 • GR K Keyboard/Piano – 500933 • GR 1 Keyboard/Piano – 500933 • GR 2 Keyboard/Piano – 500933 • GR 3 Keyboard/Piano – 500933 • GR 4 Keyboard/Piano – 500933 • GR 5 Keyboard/Piano – 500933 • GR 6 Keyboard/Piano – 500933 • GR K Strings – 500976 • GR 1 Strings – 500976 • GR 2 Strings – 500976 • GR 3 Strings – 500976 • GR 4 Strings – 500976 • GR 5 Strings – 500976 • GR 6 Strings – 500976 • GR 1 Performance – 500991 • GR 2 Performance – 500991 • GR 3 Performance – 500991 • GR 4 Performance – 500991 • GR 5 Performance – 500991 • GR 6 Performance – 500991 		
Music GR 7-8	<ul style="list-style-type: none"> • GR 7 Music – 509901 and 500971 • GR 8 Music – 509901 and 500971 • GR 7 Choral – 500935 and 500939 • GR 8 Choral – 500935 and 500939 • GR 7 Jazz – 500910 • GR 8 Jazz - 500910 • GR 7 Band – 509903 and 509901 • GR 8 Band – 509903 and 509901 • GR 7 Ensemble Instrumental – 500927 • GR 8 Ensemble Instrumental – 500927 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials

	<ul style="list-style-type: none"> GR 7 Keyboard/Piano – 500932 GR 8 Keyboard/Piano – 500932 GR 7 Strings – 500977 GR 8 Strings – 500977 GR 7 Musical Performance - 500992 GR 8 Musical Performance - 500992 		
Music GR 9-12	<ul style="list-style-type: none"> General Music – 500971 Choral – 500939 Ensemble Choral – 500940 Voice – 500948 Jazz – 500912 Band – 509901 Ensemble Instrumental – 500926 Keyboard/Piano – 500931 Strings – 500979 and 500980 Music Theory – 500952 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Theatre GR K-6	<ul style="list-style-type: none"> GR K Theatre – 500510 GR 1 Theatre – 500510 GR 2 Theatre – 500510 GR 3 Theatre – 500510 GR 4 Theatre – 500510 GR 5 Theatre – 500510 GR 6 Theatre – 500510 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Theatre GR 7-8	<ul style="list-style-type: none"> GR 7 Theatre – 500505 GR 8 Theatre – 500505 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Theatre GR 9-12	<ul style="list-style-type: none"> Theatre I – 500512 Theatre II – 500513 Theatre III – 500515 Theatre IV – 500525 Stagecraft I – 500536 Stagecraft II – 500537 Stagecraft III – 500539 Stagecraft IV – 500542 Production I – 500521 Production II – 500524 Production III – 500527 Production IV – 500528 High-tech Video Production – 500522 Reader's Theatre – 500532 Dramatic Criticism – 500531 Musical Theatre I – 500533 Musical Theatre II - 500534 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Visual Arts K-6	<ul style="list-style-type: none"> GR K Visual Arts – 500102 GR 1 Visual Arts – 500102 GR 2 Visual Arts – 500102 GR 3 Visual Arts – 500102 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials

	<ul style="list-style-type: none"> • GR 4 Visual Arts – 500102 • GR 5 Visual Arts – 500102 • GR 6 Visual Arts – 500102 		
Visual Arts 7-8	<ul style="list-style-type: none"> • GR 7 Visual Arts - 500101 • GR 8 Visual Arts - 500101 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Visual Arts 9-12	<ul style="list-style-type: none"> • Visual Arts I – 500704 • Visual Arts II – 500705 • Visual Arts III – 500706 • Visual Arts IV – 500707 • Ceramics I – 500540 • Ceramics II – 500541 • Drawing I – 500330 • Drawing II – 500331 • Painting I – 500760 • Painting II – 500761 • Photography I – 500610 • Photography II – 500611 • Visual Arts Studio I – 500110 • Visual Arts Studio II – 500111 • Visual Arts Studio III – 500112 • Visual Arts Studio IV – 500113 • Individual Study – 500114 	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
CAREER AND TECHNICAL EDUCATION			
Computer Science	Software Development	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Enhancement Course	Entrepreneurship - 990003	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Family and Consumer Science	Family Dynamics - 200121	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Family and Consumer Science	Resource Management - 200129	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Family and Consumer Science	Contemporary Health - 200140	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Human Services	Barbering I - 993350 Barbering II - 993360	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials
Transportation, Distribution, and Logistics	Diesel Service Technician I - 997200 Diesel Service Technician II - 997201 Logistics and Supply Chain I - 997300 Logistics and Supply Chain II - 997301	Comprehensive or Complementary	Print or Digital Student and Teacher Textbooks with Ancillary Materials

***Instructional Category Terminology**

Comprehensive or Core Materials: Core student or teacher materials that are aligned to the Mississippi College-and Career- Readiness Standards for a particular course or subject area (e.g., English Language Arts). The materials are validated externally and contain knowledge-building complex texts, problems, and assessments.

Complementary Materials: Student or teacher materials that are aligned to most of the Mississippi College-and Career-Readiness Standards in a particular course or subject area (e.g., cursive handwriting) that may contain knowledge-building complex text, problems, and assessments.

****Format Category Terminology**

Print Materials: The Publisher/Vendor should complete and include Appendix E: Form B for Print Materials.

Digital Components: Digital-based materials (e.g., assessments, multimedia, simulations, interactive presentations) adopted by the State Rating Committee including teacher and student components that are designed to support a curriculum. Digital or virtual components will be evaluated using the same rubric as printed instructional materials. The Publisher/Vendor should complete and include Appendix F: Form M for Digital Materials.

According to Miss. Code Ann. § 37-43-21 and 37-43-23, the Publisher/Vendor shall price new instructional materials no higher than the lowest price at which books are sold anywhere in the United States, after all discounts are allowed.

Section 3: Minimum Qualifications

1. The following minimum qualifications are mandatory. If, in the opinion of the MDE, the Publisher/Vendor fails to prove that the proposing company meets any of these minimum qualifications, the bid packet will be disqualified from further evaluation. It is the responsibility of the Publisher/Vendor to submit a complete bid packet on or before the submission deadline.
2. The Publisher/Vendor must provide items listed in Section 4 describing how the scope of services will be achieved.
3. The Publisher/Vendor shall provide all services directly related to this contract from an office(s) located in the United States. Indicate your agreement with this requirement and identify any locations outside the State of Mississippi in which you propose to provide the services described in this solicitation.
4. Awarded Publisher/Vendor must agree to secure a performance bond for \$2,500 plus \$500 per title/grade level according to Miss. Code Ann. §37-43-25. The performance bond is due within ten (10) days of execution of the contract and prior to commencement of services.

Intent to Submit Form

For planning purposes, please submit the of Intent to Submit Form by **2:00 PM CST Monday, July 15, 2024**. Notice shall be submitted via e-mail to esimmons@mdek12.org. Failure to submit the intent to submit form will not disqualify a bid packet from consideration. Your intent to submit should indicate your organization's primary contact, and direct e-mail address. The submission of the Intent to Submit form does

not obligate the vendor to submit a bid. **(Appendix A)**

Pre-Submission Conference

The MDE will host a virtual workshop on **Wednesday, July 17, 2025, at 1:00 p.m. CST** to assist potential subgrantees with understanding the program and the bid process. There is no cost for the workshop; however, registration is required. **Submission workshop participation is not required to apply but is highly encouraged.** The Microsoft TEAMS link will be posted on the [MS Instructional Materials Matter website](#).

Questions and Answers

Questions must be submitted to esimmons@mdek12.org and must be received no later than **Friday, July 19, 2024, by 2:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the [MS Instructional Materials Matter](#) website on **Wednesday, July 24, 2024**. Questions received after **the deadline** will not be considered for a response. It is the Publisher/Vendor's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

Acknowledgement of Amendments

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to the posted to the [MS Instructional Materials Matter](#) website. Publishers/Vendors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. The amendment acknowledgment form must be included in the bid submission. Please monitor the website for amendments to the solicitation. The MDE responses to questions will be treated as amendments to the solicitation and will require acknowledgment. It is the bidder's sole responsibility to monitor MDE website for amendments to this solicitation.

Cost of Bid Packet Preparation

All costs incurred by the Publisher/Vendor in preparing and delivering its bid packet, making presentations, and any subsequent time and travel to meet with the MDE regarding its bid shall be borne exclusively at the Publisher/Vendor's expense.

Right to Reject, Cancel and/or Issue Another Solicitation

The MDE specifically reserves the right to reject any or all bids received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation.

Registration with Mississippi Secretary of State

By submitting a bid packet, the Publisher/Vendor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDE Office of Instructional Materials and Library Services that it has been awarded a contract.

Debarment

By submitting a bid packet, the Publisher/Vendor certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting bids

for contracts issued by any political subdivision or agency of the State of Mississippi.

State Approval

It is understood that this contract may require approval by the SBE. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by the MDE to facilitate rapid approval and a start date consistent with the proposed schedule; however, please note the schedule is tentative.

Section 4: Award of Contracts

Restrictions on Communications with the MDE Staff and State Rating Committee

At no time shall any Publisher/Vendor or its personnel, contact or attempt to contact any MDE staff or the State Rating Committee members regarding this solicitation except the contact specified in the Questions and Answers Section. Should it be determined that any Publisher/Vendor has attempted to communicate or has communicated with any MDE employee or the Stating Rating Committee member outside of the Office of Instructional Materials and Library Services regarding this solicitation, the MDE, at its discretion, may disqualify the Publisher/Vendor from submitting a bid packet in response to this SOLICITATION.

Document Submission Requirements

Documents shall be submitted in the **Sharepoint** portal, the bid packet shall be submitted using the Required Format in the section below. **The complete bid packet including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® only.** “Links” received to obtain a response via the portal will not be opened and the email will be rejected without further consideration for an award. **The Sharepoint instructions will be posted on the [MS Instructional Materials Matter website](#).**

Publisher/Vendor shall allow at least 72 hours in advance of the due date to consider unforeseen technical issues. Bids received after the time designated in the solicitation shall be considered late and shall not be considered for an award. Any deviation from these instructions may result in disqualification of the qualification response and shall not be considered for an award.

For a bid packet submitted more than once, the LAST bid packet submitted will be the bid packet considered for an evaluation and award. **All other submissions will be rejected and not considered for an award. Bids transmitted by facsimile will not be accepted.**

Each page of the bid packet must be numbered. Multiple page attachments and samples should be numbered internally within each document and not necessarily numbered in the overall page number sequence of the entire bid packet. The intent of this requirement is for the Publisher/Vendor to submit all information in a manner that it is clearly referenced and easy to locate.

Required Format:

The Publisher/Vendor shall provide the following:

- a. One (1) original copy of the completed bid including all attachments

Section components must be clearly distinguished as follows:

1. **Submission Cover Page (Appendix B)**
2. **Pricing Options (Appendix C)**

- a. Appendix D shall list the title of the Series Name/Core Student Material/Package/Bundles in the word document format file in CAPITAL LETTERS, TIMES NEW ROMAN FONT, SIZE 11 and BOLD PRINT.
 - i. If the package/bundle is a subscription include the number of years in the description.
 - ii. List ALL components that will be offered with the student packages/bundles.
 - iii. Each component must have a different ISBN number or unique identifier and price.
- b. Consumables or other recurring items must include the term “recurring” along with the number of recurring years.
- c. Teacher editions and ancillary materials must be listed in regular case, Times New Roman font, size 10, regular type and printed under the corresponding product.
 - i. Each item must have a different ISBN number or unique identifier.
 - ii. Prices for each component must be listed to provide replacement cost information.
 - iii. Describe how the free materials will be packaged and delivered to schools (if applicable).
 - 1. Free materials must be shipped to the school directly from the publisher or vendor. The textbook depository will not ship free materials.
- d. Multiple iterations (e.g., online subscription licenses, textbook series formats, versions, and or print/digital combinations, or web based instructional programs that have the same course content, ancillary materials, teacher resources, or presentation media) should be submitted as pricing options for a single title.
- e. If a program is adopted, **all titles and iterations entered on the Textbook Bid Form will be included under the state adoption contract** (see Appendix H of the sample contract at the end of this Call for Bids).

3. Free Materials (Appendix D)

- a. Appendix E shall include items that the Publishers/Vendors wish to make free (e.g., ancillary materials, supplementary materials, teacher editions) to school districts in Mississippi.
 - i. The conditions under which these materials will be available to the schools must be clearly stated on the Statement of Free Materials Form.
 - ii. If publishers have electronic or digital items that are available in audiocassette, CD ROM, DVD, or digital format (website or downloadable application), they may offer the different formats so that districts may select the preferred format.
 - iii. The MDE reserves the right to reject this portion of the bid if terms are not easily interpreted.
 - iv. Publishers/Vendors will not be permitted to give away or promise free material not certified on the state adoption contract.
 - v. No changes in the free materials list will be permitted after the bid’s due date.

- vi. All free material provided by Publishers/Vendors, EXCEPT TEACHER EDITIONS, must be shipped at Publishers/Vendors' expense.
- vii. Publishers/Vendors will be required to provide all listed free material in accordance with the terms and conditions included on the Statement of Free Materials Form.

4. Other Required Documents

- a. List of features and benefits: digital components, ancillary materials, and professional learning opportunities
 - i. Include any connections Science of Reading, if applicable
- b. Free with Order brochure, if applicable
- c. Curriculum scope and sequence
- d. Digital access to student and teacher content (for the length of the contract)
 - i. Demo Site: located on the Adoptions Sample Site and used as part of the Virtual Caravan
 - ii. Limited Access: used by the Institute of Higher Learning teacher methods courses
 - iii. Full Access: used by the State Review Committee members and the Mississippi Department of Education
- e. Implementation guide
- f. Bond letter
 - i. Publishers/Vendors are **REQUIRED** to provide a letter stating that the company can secure a bond.

5. Presentation Video

- a. Each publisher/vendor shall be limited to one (1) pre-recorded presentation for each State Rating Committee (i.e., math, social studies) to which textbooks have been submitted for adoption consideration.
- b. The presentation shall be limited to fifteen (15) minutes for presenting the components of the core curriculum, ten (10) minutes for teacher supports, and five (5) minutes for each additional material.
- c. No presentations are to be made to the State Rating Committee members on an individual basis.

Modifications or additions to any portion of the call for bids may be a cause for rejection of the bid packet. The MDE reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDE may request the Publisher/Vendor to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The solicitation issued by the MDE is the official version and will supersede any conflicting solicitation language subsequently submitted in bids.

All documentation and required samples submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDE and will not be returned to the Publisher/Vendor.

If you have additional information you would like to provide, include it as **Component 4** of your bid packet. Failure to provide all requested information and in the required format may result in disqualification of the bid. All requested information is considered important. The MDE has no obligation to locate or acknowledge any information in the bid packet that is not presented under the appropriate outline and in the proper location according to the instructions herein.

Official Examination Submission Requirements

All documentation and required samples submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDE and will not be returned to the Publisher/Vendor.

All Publishers/Vendors submitting instructional materials for consideration must provide one (1) official sample copy of all items listed on the Pricing Options Form:

- (a) one (1) print and digital pupil edition,
- (b) one (1) print and digital teacher edition,
- (c) one (1) complete copy or set of ancillary materials,
- (d) special equipment or hardware needed to review product, if applicable.

All textbooks furnished under the contract shall, at all times, during the existence of, be manufactured equal to, or in excess of, the Manufacturing Standards and Specifications for Textbooks established by the National Association of State Textbook Administrators.

Shipping instructions are provided below:

The official examination packet shall be shipped/mailed and received in a sealed box no later than **Tuesday, August 27, 2024, by 2:00 PM** Central Standard Time (CST).

The return address label must be visible on the outside of the sealed shipping envelope or box and shall include the name of the individual/entity submitting the response. Any deviation from these instructions may result in disqualification of the qualification response and shall not be considered for an award.

Ship To:

**Elizabeth Simmons, Director of Instructional Materials and Library Services
Mississippi Department of Education
Mississippi Official Instructional Adoption Sample Package
1252 Eastover Drive
Admin Building, Suite 301
Jackson, MS 39211
(DO NOT OPEN)**

Timely submission of the proposal package is the sole responsibility of the Publisher/Vendor. It is suggested that sample packets be tracked to require an MSDB mailroom staff signature and request a return receipt/notice with signature. Any materials shipped or mailed **MUST** be verified, date and time stamped, and recorded by an **MSDB mailroom staff**. The time and date of the receipt will be indicated on the sealed samples package by the MSDB mailroom staff. The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MSDB mailroom staff on the proposal wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are received in person by the Publisher/Vendor or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by the MSDB mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

The MDE will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Publisher/Vendor. The Publisher/Vendor shall be notified as soon as practicable if their bid packet was rejected and the reason for such rejection.

If a full digital textbook or full access to the digital platform is not available, then a hard copy of both the student and teacher editions must be sent to each member of the applicable State Rating Committee. The Publisher/Vendor must include paid return postage. The samples should be received by the State Rating Committee members by the first day of the internal review period. The shipping addresses will be located on the [MS Instructional Materials Matter website](#).

Important Tentative Dates

Monday, July 1 – Monday, July 15, 2024	Call for Bids advertise dates
Tuesday, July 16, 2024	Intent to Submit due
Wednesday, July 17, 2024	Pre-Proposal Conference
Friday, July 19, 2024	Deadline to submit questions and request for clarification
Wednesday, July 24, 2024	Responses to questions and request for clarification posted
Tuesday, August 27, 2024	Proposal submission deadline by 2:00 PM CST
Monday, September 16 – Friday, September 20, 2024	State Rating Committee review (PRINT MATERIALS ARE DUE TO STATE RATING COMMITTEE MEMBERS IF NECESSARY)
Thursday, October 3, 2024	Anticipated Date of the Notice of Intent to Award
Thursday, December 19, 2024	State Board of Education (SBE) Meeting
Friday, December 20, 2024	Published on MIMM website
Friday, January 3, 2025	Contract and bond due
Friday, December 20, 2024 - Friday, February 14, 2025	Virtual Caravan (NO COMMUNICATION WITH DISTRICTS)
Friday, February 14, 2025	Intent to Purchase due (COMMUNICATION WITH DISTRICT BEGINS)
Tuesday, April 1, 2025	Contract effective date
Tuesday, April 1, 2025	Available shipment to TN

NOTE: Adjustments to the schedule may be made as deemed necessary by the MDE.

Acceptance of Bids

After receipt of the bids, the MDE reserves the right to award the contract based on the terms, conditions, premises of the solicitation, and the bid of the selected company without negotiation.

All properly submitted bids shall be accepted by the MDE. After the compliance review or evaluating of bids, the MDE may request necessary amendments from all Publishers/Vendors, reject any or all bids received, or cancel this solicitation, according to the best interest of the MDE and the State of Mississippi.

The MDE also reserves the right to waive minor irregularities in bids providing such action is in the best interest of the MDE and the State of Mississippi. A minor irregularity is defined as a variation of the solicitation which does not affect the price of the bid or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the MDE. Where the MDE may waive minor irregularities as determined by the MDE, such waiver shall in no way modify the solicitation requirements or excuse the Publisher/Vendor from full compliance with the solicitation specifications and other contract requirements should the Publisher/Vendor be awarded the contract.

The MDE reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. The MDE shall award a contract to the Publisher/Vendor whose proposal is responsive to the solicitation and is most advantageous to the MDE, the Board, and the State of Mississippi in price, quality, and other factors considered.

Disposition of Bids

The bid packet submitted by the successful Publisher/Vendor shall be incorporated into and become part of the resulting contract. All proposals received by the MDE shall upon receipt become and remain the property of the MDE. The MDE shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

Modification or Withdrawal of a Bid Packet

Prior to the bid submission deadline, a submitted bid packet may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Publisher/Vendor.

A bid packet may submit an amended proposal before the proposal submission deadline. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. The MDE shall not merge, collate, or assemble proposal materials.

Unless requested by the MDE, no other amendments, revisions, or alterations to bids shall be accepted after the submission deadline. Any submitted bid packet shall remain a valid bid for one hundred eighty (180) calendar days from the submission deadline.

Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this solicitation is subject to rejection as non-responsive. Further, submission of a bid that is not complete is subject to rejection as non-responsive. The MDE reserves the right to permit the Publisher/Vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDE of non-responsiveness based on the submission of nonconforming terms and conditions. Additional reasons for rejecting a proposal include:

1. The bid contains unauthorized amendments to the requirements of the solicitation;
2. The bid is conditional;
3. The bid is incomplete or contains irregularities, which make the proposal indefinite or ambiguous;
4. The bid did not follow submission requirements;
5. The bid cover sheet does not have an original or electronic authentication signature by the authorized representative;
6. The bid contains false or misleading statements or references;
7. The Publisher/Vendor is determined to be non-responsive;

8. The products or service item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation;
9. The bid is received late. Late bid shall be maintained unopen in the SharePoint portal;
10. The Publisher/Vendor or representative emails the qualification response packet to an MDE staff;
11. The Publisher/Vendor has filed business bankruptcy, been implicated in fraud and/or been debarred within the past seven (7) years;
12. The Publisher/Vendor did not perform prior MDE services in an honorable and/or proper like manner;
13. The Publisher/Vendor currently indebted to the State;
14. Objection with the Standard Terms and Conditions; or
15. In person delivery of proposal.

Corrections and Clarifications

The MDE reserves the right to request clarifications or corrections to bids after the response has met the submission requirements and the response is deemed responsible for an award. Any bid received which does not meet the requirements of this solicitation will be considered non-responsive and eliminated from further consideration.

Bid Packet Evaluations

All bids received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The State Rating Committee will evaluate the proposals using a two-phase process. The evaluation of any bid may be suspended and/or terminated at the MDE's discretion at any point during the evaluation process at which the MDE determines that said proposal and/or Publisher/Vendor fails to meet any of the mandatory requirements as stated in this solicitation, the bid is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MDE and/or the Board receives reliable information that would make contracting with the Publisher/Vendor impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

The evaluation process, including evaluation factors and weights are described below:

Phase 1 - In this pass or fail phase of the evaluation process, all bid packets received will be reviewed by the Director of Instructional Materials and Library Services to determine if the following mandatory requirements of this solicitation have been satisfied:

1. Proposal received by submission deadline;
2. Required proposal submission format followed;
3. Minimum Qualifications met;
4. Submission Cover Sheet (Appendix B);
5. Pricing Options Form (Appendix C);
6. Free Materials Form (Appendix D); if applicable
7. Form B for Print Materials (Appendix E); if applicable
8. Form M for Digital Materials (Appendix F); if applicable
9. Bond Letter;
10. All Other Required Items (Section 4.4); and
11. Presentation Video (Section 4.5)

Failure to comply with these requirements will result in the bid being eliminated from further consideration. Publisher/Vendors passing Phase 1 will be evaluated further.

Phase 2 – In this phase of the evaluation process, the State Rating Committee will score bids to determine numerical scores for each qualified Publisher/Vendor. Numerical scores will be calculated based on the following criteria. Sample rubrics will be available on the MDE instructional materials website msinstructionalmaterials.org/selecting-materials/additional-rubrics. Evaluation factors are listed below in order as they appear in the rubric:

1. Gateway 1: Alignment to Standards
2. Gateway 2: Alignment to Rigor and Instructional Practices
3. Gateway 3: Usability

Each rubric is customized for a content area and grade band with some commonalities across them all. This evaluation rubric is designed to offer an evaluation to determine how well instructional materials align to the Mississippi College- and Career- Readiness Standards (MCCRS) for a particular content area. The evaluation rubric includes key considerations for high-quality instructional materials and outlines three Gateways for consideration when evaluating materials. Within each Gateway, Criterion and related Indicators are provided along with Guiding/Key Questions.

Upon completion of Phase 2, the State Rating Committee's average score will determine the Awarded Publisher/Vendor(s). The Office of Instructional Materials and Library Services will make a recommendation to the SBE as to the proposal deemed most advantageous to the State and to authorize the issuance of an Intent to Award contract notification to the selected vendor and authorize contract negotiations with the selected vendor, if applicable. Subsequent to authorization by the Board, all participating Publisher/Vendors will be notified in writing of the contract award.

Section 5: Contract Award

Funds and awards are subject to appropriations by the state/federal government. This is a multi-term contract that will be awarded as a no-cost contract to the MDE. The contract will be for a period of five (5) years with the option to renew for two (2) additional years on a one (1) year basis with no increase in price.

All contracts will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible vendors is subject to the SBE approvals, if applicable.

The Mississippi Department of Education

The specific responsibilities of the MDE are stated below.

- Provide a contact person to work with the contractor to ensure quality control
- Review and approve timeframes and work plans
- Provide available information to assist the contractor
- Provide Scope of Work to Offeror
- Provide Calendar of Events to Offeror

Management Responsibilities of Personnel and Administration

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one person who shall be

responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MDE shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

Memorandum of Understanding

The execution of a Memorandum of Understanding (MOU) shall be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

Ethics

In compliance with State law, a Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

Termination in Event of Employment

Contract shall be terminated immediately if Contractor becomes an employee of the MDE and is only subject to payment of services prior to effective date of employment at the MDE.

End of this page

Appendix A: 24-25 Intent to Submit Form

PUBLISHER INFORMATION: Please type information.			
Official Company Name			
Name of Company Official		Title	
Address			
Telephone Number		Fax Number	
Email Address		Website	
RATING COMMITTEES: Indicate the number of products for each area in which the company intends to submit. Add rows as necessary.			
Course Name		Grade Level(s)	
PUBLISHER CONTACT: Indicate the person who should receive correspondence regarding bids and contacts:			
Name		Title	
Telephone Number		E-mail Address	
Indicate the person who should receive correspondence regarding sampling:			
Name		Title	
Telephone Number		E-mail Address	
Indicate the person who should receive correspondence regarding SHAREPOINT access:			
Name		Title	
Telephone Number		E-mail Address	
Indicate the state/local representative(s) in Mississippi: Add rows as necessary.			
Name		Title	
Telephone Number		E-mail Address	
Indicate the person who should receive correspondence regarding NIMAS* files:			
Name		Title	
Telephone Number		E-mail Address	

*National Instructional Materials Accessibility Standard

PUBLISHER CERTIFICATION	
<p>I HEREBY CERTIFY that I am an officer of the aforementioned publishing company and that I have been empowered by that company to complete this Statement of Intent to Bid in the current instructional materials adoption cycle.</p>	
<p>_____</p> <p><i>Above Named Official Signature</i></p>	<p>_____</p> <p><i>Date</i></p>

Appendix B: 24-25 Submission Cover Page

IMPORTANT NOTE: Please type information.			
Bids must be submitted as directed in the Bid Submission Requirements on or before the submission deadline specified in the solicitation.			
PUBLISHER INFORMATION			
Publisher			
Contact Person		Title	
Address			
Telephone Number		Fax Number	
Email Address		Website	
Are you currently registered as a Supplier in MAGIC?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If known, what is your supplier number?	
Are you currently registered with PayMode?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you a minority owned company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
MS DEPT OF EDUCATION CONTACT INFORMATION			
Publisher		Title	
Physical Address			
Mailing Address			
Telephone Number		Email Address	
By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies the statements below on behalf of the company:			
<ul style="list-style-type: none"> • That the Publisher/Vendor will perform the services required at the prices stated in their proposal. • That the pricing submitted will remain firm for the contract term. • That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date. • That the company is licensed or authorized to provide the proposed services in the State of Mississippi. • The Publisher/Vendor indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Publisher/Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations. • The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Publisher/Vendor certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by the MDE that it has been awarded a contract. 			
<hr style="width: 50%; margin: 0 auto;"/> <i>Authorized Signature</i>		<hr style="width: 50%; margin: 0 auto;"/> <i>Date</i>	

Appendix C: 24-25 Pricing Options

PUBLISHER INFORMATION: Please type information. Please complete Appendix C for each different rating committees.				
Publisher				
Contact Person			Email Address	
Content Area			Grade Level	
Instructional Category	<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Complementary	Format	<input type="checkbox"/> Print <input type="checkbox"/> Digital
Textbook and Instructional Materials Bid Form				
List the title of the product, teacher edition, ancillary materials, and free materials. <i>*Net Wholesale Price: F.O.B Regional Depository, Nashville, Tennessee</i>				
Title	Grade Level	Copyright	ISBN	*Net Wholesale

Appendix D: 24-25 Free Materials

PUBLISHER INFORMATION: Please type information. Please complete Appendix D for each different rating committees.

Publisher			
Contact Person		Email Address	
Content Area		Grade Level	
Instructional Category	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	Format	<input type="checkbox"/> Print <input type="checkbox"/> Digital

Textbook and Instructional Materials Bid Form

Be sure to list in specific detail how the material will be given away and list the contents of all packages. **DO NOT LIST MORE THAN ONE INSTRUCTIONAL CATEGORY TO A BID PACKAGE.**
***BOARD Policy: Teacher editions/manuals/guides furnished free, ratio 1 per classroom teacher. Indicate YES or NO if available.**

Item	ISBN	Terms and Conditions of Free Materials

Appendix E: Form B for Print Materials

One copy of this form signed by an official of the Publishing Company submitting books for adoption must be attached to the inside front cover of at least one official sample textbook submitted, plus additional copies when requested by the adopting agency.

IMPORTANT NOTE: Please type information.		
Name of Publisher		
Street Address		
Title of Textbook (Core Instructional Program)		
Grade Level	Course	
Copyright/Version	ISBN No.	
DPI Identification Number		
Class of Textbook	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> AA <input type="checkbox"/> BB <input type="checkbox"/> CC Grades 9-12 only: <input type="checkbox"/> Class I <input type="checkbox"/> Class II College: <input type="checkbox"/> Meets MSST <input type="checkbox"/> Meets with Approved Deviations <input type="checkbox"/> Does Not Meet MSST	
Paper	Basic weight (lbs.)	Printing Symbol
Printing (inches)	Margins: Back Head Front Foot	
Binding	Number of pages (total) Pages per signature Bulk (inches) Trim size: Width (inches) Height (inches) Endsheets (lbs.) College: <input type="checkbox"/> Meets MSST <input type="checkbox"/> Meets with Approved Deviations <input type="checkbox"/> Does Not Meet MSST Inserts: Number and Kind Inserts: Method of Attachment Transparent Overlays: Number and Kind Transparent Overlays: Method of Attachment Reinforcements: <input type="checkbox"/> Visible Drill Joints <input type="checkbox"/> Concealed Muslin Joints Binding Method: <input type="checkbox"/> Sewed <input type="checkbox"/> Stitched <input type="checkbox"/> Adhesive <input type="checkbox"/> Wires: Side <input type="checkbox"/> Saddle <input type="checkbox"/> Mechanical Lining Up: Supers: Number Headbands Tightback	
Covers	Cover Boards: Thickness (points) Cover Material: Non-Woven: <input type="checkbox"/> Type II <input type="checkbox"/> Type III Woven Fabric Group Designation: Non-consumable Soft-Cover Texts: <input type="checkbox"/> AA <input type="checkbox"/> BB <input type="checkbox"/> CC <input type="checkbox"/> Other: Cover Graphics: <input type="checkbox"/> Lithographed <input type="checkbox"/> Screened <input type="checkbox"/> Stamped <input type="checkbox"/> Other: Cover Top Coating:	
Special Features	The undersigned Publisher submitting the textbook stated herein certifies (on the basis of tests of materials in their original conditions and in respect to the mechanical specifications employed in manufacture) that the filed sample conforms in every respect to the Manufacturing Standards and Specifications for Textbooks in the State of MISSISSIPPI with the exception of: (explain deviations fully on separate sheet).	

And the undersigned Publisher agrees, in the event the contract for supplying the textbook listed herein is awarded to it, that:

WARRANTY OF PUBLISHER	
Official Sample Conforms; Texts Supplied Will Conform	The official sample conforms to or exceeds in every particular the Manufacturing Standards and Specifications for Textbooks including applicable temporary, supplemental adoptions and amendments, and that all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample and will likewise conform to or exceed these same specifications.
Official Sample Does Not Conform; Texts Supplied Will Conform	Although the official sample deviates in certain particulars delineated herein from the Manufacturing Standards and Specifications for Textbooks including applicable temporary, supplemental adoptions and amendments, all copies subsequently furnished under such contract will conform to or exceed every specification.
Official Sample Conforms Except for Stated Deviations; Texts Supplied Will Conform Except for Stated Deviations	The official sample conforms to or exceeds every specification of the Manufacturing Standards and Specifications for Textbooks including applicable temporary, supplemental adoptions and amendments, except for those deviations expressly delineated herein, and all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample, and will conform to or exceed every specification of the Manufacturing Standards and Specifications for Textbooks including applicable temporary, supplemental adoptions and amendments except for those expressly delineated and accepted by the adopting agency.
Official Sample Does Not Conform; Texts Supplied Will Not Conform	Neither the official sample, nor copies subsequently furnished under such contract, will conform to any particular specification of the Manufacturing Standards and Specifications for Textbooks including applicable temporary, supplemental adoptions and amendments, although all copies furnished under such contract will be identical to or the equivalent of the original sample.

The undersigned Publisher agrees to be bound under Clause One, Clause Two, Clause Three, and Clause Four of this warranty. The Publisher shall furnish to the State for appropriate testing, when requested, samples of materials used in this publication.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

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Appendix F: Form M for Digital Materials

One copy of this form signed by an official of the Publishing Company submitting electronic media for adoption must be submitted to the adopting agency.

IMPORTANT NOTE: Please print or type information.		
Name of Publisher		
Street Address		
Title of Textbook (Core Instructional Program)		
Title of Electronic-based Program (if different from textbook)		
Electronic Medium		
Copyright/Version		ISBN No.
INDUSTRY STANDARDS		
Audio Compact Disc	ANSI Standard (Red Book)	info@ansi.org
CD-ROM	ANSI Standard (Yellow Book)	info@ansi.org
DVD	DVD Forum Standard	www.dvdforum.org/forum.shtml
DVD-ROM	DVD Forum Standard	www.dvdforum.org/forum.shtml
Online	W3C Recommendations	https://www.w3.org
Deviations	The publisher submitting the electronic medium stated herein certifies (on the basis of tests of materials in their original conditions and in respect to the mechanical specifications employed in manufacture) that the filed sample conforms in every respect to the industry standard for that medium with the exception of: (explain deviations fully on a separate sheet).	

And the undersigned Publisher agrees, in the event the contract for supplying the textbook listed herein is awarded to it, that:

WARRANTY OF PUBLISHER	
Official Sample Conforms; Texts Supplied Will Conform	The official sample conforms to or exceeds in every particular the industry standard for the medium, and that all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample and will likewise conform to or exceed these same specifications.
Official Sample Does Not Conform; Texts Supplied Will Conform	Although the official sample deviates in certain particulars delineated herein from the industry standard for the medium, all copies subsequently furnished under such contract will conform to or exceed every specification.
Official Sample Conforms Except for Stated Deviations; Texts Supplied Will Conform Except for Stated Deviations	The official sample conforms to or exceeds every specification of the industry standard for the medium, except for those deviations expressly delineated herein, and all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample and will conform to or exceed every specification of the Manufacturing Standards and Specifications for Textbooks including applicable temporary, supplemental adoptions and amendments, except for those expressly delineated and accepted by the adopting agency.
Official Sample Does Not Conform; Texts Supplied Will Not Conform	Neither the official sample, nor copies subsequently furnished under such contract, will conform to any particular specification of the industry standard for the medium, although all copies furnished under such contract will be identical to or the equivalent of the original sample.

The undersigned Publisher agrees to be bound under Clause One, Clause Two, Clause Three, and Clause Four of this warranty. The Publisher shall furnish to the State for appropriate testing, when requested, samples of materials used in this publication.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

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Appendix G: Textbook Bond Form

Know All Men by These Presents:

That we _____, Principal, and surety, are held and firmly bound unto the State of Mississippi in the penal sum of

_____ DOLLARS

and for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, assigns and legal representatives firmly by these presents.

Witness our signatures this the _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the said _____,

the principal obligor herein, did on this the _____ day of _____, 20_____,

enter into a contract with the State of Mississippi, as evidenced by its contract of date _____ under the provisions of the Mississippi textbook laws, and under the provisions enumerated in the said contract to furnish the State of Mississippi certain books enumerated in the said contract.

Now therefore, if the said _____ shall faithfully, honestly and exactly perform all the terms of the said contract and shall also pay all reasonable attorney's fees which may be incurred in the enforcement of the said contract by the State of Mississippi, or by any person acting for the State of Mississippi, then this obligation shall be void; otherwise to remain in full force and effect.

Witness our signatures this the _____ day of _____, 20_____.

_____ *Principal Signature*

_____ *Surety Signature*

Print Countersigning Agent Name

APPROVED
Mike Chaney
Commissioner of Insurance

BY _____
Deputy Insurance Commissioner

Date _____

Signature Countersigning Agent Name

Appendix H: Standard Terms and Conditions

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. AUTHORITY TO CONTRACT FOR TEXTBOOKS

The MDE, acting under and by virtue of authority rested in it in Section 37-43-19 of the Mississippi Code of 1972, According to Section 37-43-19 of the Mississippi Code of 1972, Annotated, the Mississippi Department of Education has authority to contract for textbooks in the state of Mississippi, called for on the XX day of month, year, competitive bids from textbook publishers for furnishing content area and grade level textbooks/instructional materials to the schools of Mississippi; that according to said call for bids (**Appendix B**), sealed bids (**Appendix C**) were submitted by various textbook publishers; that representatives of the MDE opened said bids and after having fully investigated the said bids and books submitted did on the XX day of month, year, select and adopt as required by law said books to be used in the schools of Mississippi for 5 years with option to renew for two additional years on a one year basis from the first day of month, year; and that all said acts and things done by the MDE preceding the execution of the contract were and are regular, legal, and binding upon the parties hereto.

2. BLIND PERSONS' LITERACY RIGHTS AND EDUCATION

That the said Company/Publisher has agreed, per MS Code Section 37-23-199, to furnish the MDE and NIMAC with NIMAS files for literary and nonliterary subjects. The Company/Publisher understands that all books purchased must have appropriate accompanying reproduction files. Any extension of time to provide said files, must be mutual agreed upon in writing, not to exceed thirty (30) days. Failure to adhere to this provision by the Company/Publisher shall forfeit, not only this contract, but shall return all monies paid out for such book or books and also forfeit said books to Department.

3. LIMITED DIGITAL ACCESS FOR EDUCATOR PREPARATION PROVIDERS

That the said Company/Publisher has agreed to provide Educator Preparation Providers (EPPs) limited digital access for instructional purposes for preparing candidates for teacher licensure with the Mississippi Department of Education in accordance with Miss. Code Ann. § 37-3-2.

4. BOND GUARANTEE

That the said Company/Publisher has agreed and guaranteed by its bond in the sum of bond amount to furnish the said books at the prices named below in compliance with the provisions of law, and to faithfully, honestly, and exactly perform each provision of this contract, with payment of reasonable attorney's fees in case of recovery in any suit upon the same.

5. CONTRACT PRICING

That the said Company/Publisher has agreed to furnish the said books at the said prices and in such quantities as shall be ordered by the MDE and in the manner hereinafter set forth for a period of 5 years from contract start date. This period may be extended from year to year not to exceed two additional years at the discretion of the MDE at no increase in price as provided by law. The said Company/Publisher must agree that any and all pricing options, combination of books and resources, consumable work texts, web-based resources, digital licenses, and/or other iterations or versions of textbooks/instructional programs selected for adoption shall be included in the state contract pricing for the textbook/instructional program.

6. DEPOSITORY INVENTORY

That the said Company/Publisher shall establish a depository at the procured regional depository; and

the said Company/Publisher shall keep a supply of the said books in the regional depository sufficient to meet promptly the demands of the MDE, and upon requisition of the MDE shall, transportation charges prepaid, ship said books at said wholesale prices to various shipping points designated by the MDE and for such service the Company/Publisher shall make no charge except the actual cost of transportation from its depository at the procured regional depository, to the point or points designated. Payment for books and related shipping for nonpublic schools shall be made directly to the depository by the MDE. Each local public school district will be held responsible for payment of products provided under this contract and all associated shipping charges for such products. The MDE will not be liable for any obligations incurred by the local school districts.

7. MINIMUM MANUFACTURING STANDARDS AND SPECIFICATIONS

That the said books furnished by said Company/Publisher under this contract shall, at all times, during the existence of the same be manufactured equal to, or more than, the official sample copy and to, or more than, the Official Minimum Manufacturing Standards and Specifications approved by the State Textbook Directors Association, Charleston, SC, April 19, 1950, and adopted by the Mississippi Textbook Board on July 27, 1950, the same specifications being revised annually by the National Association of State Textbook Administrators.

8. UNIFORM OWNERSHIP LABEL

It is further understood and agreed that the said Company/Publisher shall print the uniform ownership label on the inside front cover of the book.

9. TEXTBOOK AGENTS

That the said Company/Publisher shall not employ any school officials or employees to act as agents or attorneys for selling textbooks in this state.

10. LOCAL DEPOSITORY

That the said Company/Publisher shall have the books to be furnished by it in its depository at the procured regional depository, so that the same shall be available to the schools of the state by [contract start date](#). That the said Company/Publisher will provide public digital access of adopted instructional materials to be included on the review site.

11. ENUMERATION OF DUTIES UNDER LAW

The textbook law in Section 37-43-1 through 37-43-59 of the Mississippi Code of 1972 regulating the adoption, purchase and use of uniform textbooks, shall be considered as a part of this contract, and the enumeration in this contract of the duties of the said Company/Publisher shall not be taken as excluding any duties and obligations fixed by the said law or laws, but the said Company/Publisher shall be held to the performance of all the duties and obligations enumerated in this said law, or laws and to be subject to all the liabilities fixed thereby, whether the same are mentioned in this contract or not.

12. TEXTBOOK MANUFACTURING STANDARDS

Per Mississippi Code, Annotated, of 1972, Section 37-43-23, the said Company/Publisher shall continue to measure up to the same standards as are required in the contract, said standards to include printing, binding, cover boards, mechanical makeup, and any other relevant points as set out in the plans and specifications as fixed by the board. Failure to adhere to this provision by keeping said books up to said standards, shall forfeit, not only this contract, but shall return all monies paid out for such book or books and also forfeit said books to the Department.

13. UNIFORM PRICING AGREEMENT

The Company/Publisher will reduce prices automatically to the State of Mississippi whenever the same or a similar book is offered for sale at any place in the United States at a price lower than that specified in this contract. It is understood and agreed that where a slight or immaterial variation in the text or a slight or immaterial addition or reduction of the subject matter or number of pages is made therein, the same shall be deemed and considered the same or a similar book. Whether the book is the same or similar book shall be decided by the Department and its decision shall be final.

14. TEXTBOOK PRICING AGREEMENT

That the Company/Publisher is not now furnishing under any contract currently entered into by it with any state, county or school district in the United States where like conditions are now prevailing as in this state and under the laws of this state, as to the method of distributing books to the consumer, the same book or books at prices less than the prices stipulated in this contract.

15. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

16. ANTI-ASSIGNMENT/SUBCONTRACTING

The Company/Publisher acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Company/Publisher shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

17. TERMINATION FOR DEFAULT

- (1) **Default.** If the Company/Publisher refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify the Company/Publisher in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate the Company/Publisher's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. The Company/Publisher shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) **Company/Publisher's Duties.** Notwithstanding termination of the contract and subject to any directions from the Agency Head or designee, the Company/Publisher shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Company/Publisher in which the State has an interest.
- (3) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of Subcontractors, the Company/Publisher shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Company/Publisher to make progress in the prosecution of the work hereunder which endangers such performance) if the Company/Publisher has notified the Agency Head or Designee of the MDE within fifteen (15) days after

the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Company/Publisher shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Company/Publisher to meet the contract requirements.

- (4) Upon request of the Company/Publisher, the Agency Head or Designee of the MDE shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Company/Publisher's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).
- (5) ***Erroneous Termination for Default.*** If, after notice of termination of the Company/Publisher's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) ***Additional Rights and Remedies.*** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

18. TERMINATION FOR CONVENIENCE

- (1) ***Termination.*** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to the Company/Publisher specifying the part of the contract terminated and when termination becomes effective.
- (2) ***Company/Publisher's Obligations.*** The Company/Publisher shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Company/Publisher will stop work to the extent specified. The Company/Publisher shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Company/Publisher shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct the Company/Publisher to assign the Company/Publisher's right, title, and interest under terminated orders or subcontracts to the State. The Company/Publisher must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

19. INDEPENDENT CONTRACTOR

The Company/Publisher shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Company/Publisher with respect to third parties shall be binding on the MDE.

20. ACCESS TO RECORDS

Company/Publisher agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Company/Publisher related to Company/Publisher's charges and performance under this agreement. Such records shall be kept by Company/Publisher for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Company/Publisher agrees to refund to the MDE any overpayment disclosed by any such

audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

21. APPLICABLE LAW

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

22. COMPLIANCE WITH LAWS

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

23. PERSONNEL

The Company/Publisher agrees that, at all times, the employees of Company/Publisher furnishing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

24. AUTHORITY TO CONTRACT

The Company/Publisher certifies (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

25. REPRESENTATION REGARDING CONTINGENT FEES

The Company/Publisher represents that it 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 Company/Publisher's bid or proposal.

26. STATE AGENT OR EMPLOYEE BENEFIT

The Company/Publisher warrants that no elected or appointed officer or other employee of the State of Mississippi has or shall benefit financially or materially from this agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the agreement or to any benefit that may arise therefrom.

27. AVAILABILITY OF FUNDS

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

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

28. REPRESENTATION REGARDING GRATUITIES

The Company/Publisher represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

29. TRUST

The Company/Publisher represents that it is not a member of, or connected with, any trust. In the event that it is established that this provision has been violated, the contract shall be forfeited, and monies paid out under this contract shall be returned to the state, and all books heretofore purchased under said contract shall be kept by the state or the public school district when purchased the textbooks. (Miss. Code Ann. § 37-43-27).

30. E-VERIFICATION

If applicable, the Company/Publisher represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 *et seq.* 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 Company/Publisher agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Company/Publisher agrees to provide a copy of each such verification. The Company/Publisher further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject the Company/Publisher to the following:

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

31. ASSIGNED COPYRIGHTS

No copyright is assigned, except as stated by the Company/Publisher.

32. COPYRIGHTS

The Company/Publisher agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Company/Publisher or employees on copyrightable material first produced or composed under this agreement; provided, however, that the parties acknowledge that they do not contemplate any copyrightable material being first produced or composed under this agreement. With respect to all copyrighted (or copyrightable) work not first produced or composed by the

Company/Publisher in the performance of this agreement, but which is incorporated in the material furnished under the agreement, the Company/Publisher acknowledges that the MDE and schools purchasing these materials have certain fair use rights under the United States Copyright Act; however, Company/Publisher does not grant further rights to reproduce any printed materials, and, for digital materials, users' rights are set forth in the Company/Publisher's standards terms of use for access to such materials.

The Company/Publisher further agrees that all material produced and/or delivered under this contract will not, to the best of the Company/Publisher's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Company/Publisher's opinion be likely to become, the subject of any infringement claim or suit, the Company/Publisher shall procure the rights to such material or replace or modify the material to make it non-infringing.

33. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement received notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This Section shall survive the termination or completion of this agreement. The parties agree that this Section is subject to and superseded by Mississippi Code Ann. §§ 25-61-1, *et seq.*

34. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The Company/Publisher and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by non-parties of ordinary skill in the business of the customer;
- (3) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on Confidential Information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the MDE or the Company/Publisher from any non-party; or
- (6) is disclosed with the Disclosing Party's prior written consent.

35. BOARD APPROVAL

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

36. COMPANY/PUBLISHER COMPLIANCE WITH LAWS

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

Compliance with Miss. Code Ann. § 37-11-81: Since the execution of the original contract, the Mississippi Legislature enacted Miss. Code Ann. § 37-11-81, which charges vendors who provide online or digital content with assuring that the vendor will block and prohibit and prevent a person from sending, receiving, viewing or downloading materials that are:

- (i) Child pornography;
- (ii) Materials that depict or promote child sexual exploitation or trafficking;
- (iii) Obscene materials;
- (iv) Inappropriate materials depicting or dealing with matters of sex, cruelty and violence in a manner likely to be injurious or harmful to a child; or
- (v) Materials that are sexually oriented

Miss. Code Ann. § 37-11-81(2)(c) defines which material is considered obscene and § 37-11-91(3) lays out the penalties for failing to abide by this law. Both MDE and Contractor agree to abide by the regulations laid out in Miss. Code Ann. § 37-11-81.

37. INDEMNIFICATION

To the fullest extent allowed by law, the Company/Publisher shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Company/Publisher and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, the Company/Publisher may be allowed to control the defense of any such claim, suit, etc. In the event the Company/Publisher defends said claim, suit, etc., the Company/Publisher shall use legal counsel acceptable to the Office of the Mississippi Attorney General. The Company/Publisher shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Company/Publisher shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

38. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Ann. §§ 25- 61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Company/Publisher as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

39. CONTRACTOR PERSONNEL

The Company/Publisher agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Company/Publisher. If the MDE reasonably rejects staff or subcontractors, the Company/Publisher must provide replacement staff or subcontractors

satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of the Company/Publisher's employees and subcontractors is the sole responsibility of the Company/Publisher.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Project Manager.

40. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Company/Publisher has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Company/Publisher or its subcontractor shall rest with Company/Publisher. Disclosure of any confidential information by Company/Publisher or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

42. LEGAL AND TECHNICAL SUPPORT

The Company/Publisher shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. The Company/Publisher shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), the Company/Publisher shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to the Company/Publisher's activities under this contract without additional charges to the MDE or the State.

43. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

44. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to the Company/Publisher, if the Company/Publisher should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Company/Publisher of an assignment for the benefit of its creditors. In the event of such termination, the Company/Publisher shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

45. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed, or work done by the Company/Publisher is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Company/Publisher shall, on being notified

by the Agency, immediately correct such deficient service or work. In the event the Company/Publisher fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Company/Publisher.

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Appendix I: Tennessee Book Company Contract

DEPOSITORY AGREEMENT

This Depository Agreement (“**Agreement**”) made and entered into this [DAY] day of [MONTH AND YEAR] by and between [PUBLISHER] a [TYPE OF COMPANY] with its principal place of business at [PUBLISHER ADDRESS] (hereinafter referred to as “**Publisher**”), and Tennessee Book Company LLC d/b/a Ingram Education Services, a Tennessee limited liability company with its principal place of business at 1550 Heil Quaker Blvd., La Vergne, TN 37086 (“**Ingram**”).

FIRST: Publisher agrees to authorize Ingram on a non-exclusive basis to supply certain Publisher’s printed books, electronic books, publications, consumable student edition related subscription materials, or other materials (“**Materials**”) that Publisher, in its sole discretion, elects to provide to Ingram for sale within the states of Tennessee and Mississippi.

SECOND: Publisher agrees to deliver to Ingram for redistribution, on an as-needed basis, Materials in quantities as determined by orders received by Ingram and confirmed by the Publisher. The printed or other tangible Materials delivered by Publisher to Ingram shall remain the property of the Publisher until shipped by Ingram pursuant to the terms of this Agreement.

THIRD: Publisher further agrees that said printed Materials shall be supplied by Publisher to Ingram’s distribution center in La Vergne, TN or as designated by Ingram. Materials shall be invoiced at the current net prices provided by Publisher, with price increase notifications sent from Publisher to Ingram at least forty five (45) days prior to effective date of said price change.

FOURTH: Ingram agrees that it will not keep in stock, sell or offer for sale, any of the Materials mentioned in this Agreement except those furnished direct to it by Publisher for distribution through the state depositories. Ingram shall maintain Materials in unused, unmodified, pristine, saleable condition, free from shelf wear, rubber stamping or other defacement.

FIFTH: It is agreed and understood that Ingram acts as distributor for numerous other publishers under similar contracts. Ingram agrees that during the time of existence of this Agreement, it will maintain a position of neutrality with respect to all publishers as far as the adoption or sale of Materials throughout the states of Tennessee and Mississippi are concerned; and that it will not disclose to any person any information, figures or reports related to the sales of Materials, except with the prior written consent of Publisher.

SIXTH: It is understood and agreed that Ingram is accountable and responsible to Publisher for all Materials delivered or supplied in accordance with the terms herein, and for any return of Materials to Publisher in pristine, salable condition.

SEVENTH: Publisher agrees to insure at its own expense all Materials covered by this Agreement.

EIGHTH: Publisher agrees to pay Ingram eight percent (8%) of the net price on all print Materials shipped from Ingram which shall be compensation for services related to the distribution of the Materials. Materials that have a tangible component shall be considered print Material. Publisher agrees to pay Ingram four percent (4%) of the net price on all electronic Materials, determined as intangible product, which shall be compensation for services related to the distribution of the electronic Materials performed

by Ingram and which shall include Ingram's agreement to guarantee credit sales. Any additional requirements set forth by any textbook authority in the states of Tennessee or Mississippi will be subject to additional fees mutually agreed upon in writing by Publisher and Ingram.

NINTH: Publisher also agrees to pay to Ingram a \$0.30 per unit fulfillment service fee for processing subscription-based print Materials during any subsequent subscription year (commonly years two through six of an adoption cycle), and will reimburse Ingram other expenses related to sample material distribution, free ancillary material distribution and any other type of material distribution (including warehouse assembly work if needed) that are agreed upon and not covered in the Eighth Section above.

TENTH: Publisher shall be responsible for filing all tax returns and paying for all taxes and other charges assessed and levied on the Materials while in Ingram's possession or due by reason of sale of any such Materials, including without limitation, ad valorem, local and state taxes, Gross Receipts Tax, and sales, excise, income, and personal property taxes. Ingram shall be solely responsible for all other taxes and charges assessed and levied in connection with operation of its business.

ELEVENTH: Ingram agrees to send to Publisher reports of all Materials covered by this Agreement, as of March 31, June 30, September 30, and December 31, for the entire term of the Agreement. These reports will be sent to Publisher within 30 days after the end of the applicable quarter. The reports will list, by customer, the number of units of each title shipped during the preceding quarter, including unit prices and extended totals, and an inventory listing of the Materials in stock at Ingram. Ingram agrees to send Publisher remittance in full settlement of all monies shown to be due to Publisher on the reports on or before 30 days after the end of the quarter. Notwithstanding, Ingram agrees to send Publisher remittance in full settlement of all purchases of Materials made by the states of Tennessee and Mississippi, or any county or municipality thereof, for distribution through its school systems, within 30 days after Ingram receives payment for same. Ingram agrees to keep accurate records and accounts, to the extent they affect Publisher's business, in accordance with generally accepted accounting principles.

TWELVTH: This Agreement shall not be sold or assigned, or any interest therein disposed of, without the written consent of the Publisher, any such purported transfer, conveyance or assignment being void and of no force or effect.

THIRTEENTH: It is further understood and agreed that either party may terminate this Agreement by giving the other party 60 days prior written notice in writing, which notice shall be sent to the address set forth above by registered mail; provided that if such termination shall be by Ingram, then Ingram before giving said written notice shall make full settlement for all Materials sold to that date and full accounting for all Materials received to the date, such settlement conforming to the terms of this Agreement. In the event of Ingram's failure to comply with the provisions in this Thirteenth Section, or upon the commencement of any bankruptcy, receivership, insolvency proceedings, levy or other legal process upon Ingram's property, the Publisher may terminate this Agreement immediately upon notice.

FOURTEENTH: Publisher has a guarantee policy for product satisfaction. Any return of Materials will be handled by Ingram and Ingram will debit the Publisher's account for any monies returned to a school district and credit Publisher's account for any fees paid to Ingram under the Eighth Section. Returns of digital material are not allowed. Print reutrn must be made within 30 days of receipt of order.

FIFTEENTH: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee without regards to any conflict of law principles. The parties agree that any

claims arising under this Agreement shall be brought in a state or federal court in Davidson County, Tennessee and waive any objection to jurisdiction or venue in such courts. This Agreement sets forth the complete and final agreement between the parties with respect to the subject matter and supersedes and replaces all prior agreements between the parties with respect to the subject matter. Any additional or different terms provided by either party in subsequent purchase orders or other documents (electronic or hard copy) are void and of no effect. This Agreement may only be modified by a written amendment, expressly stated as such, signed by both parties.

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