



## 2025-2026 Bid Submission ADOPTION CALL FOR BIDS

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**CURRICULUM-BASED PROFESSIONAL LEARNING:**  
K-12 Mathematics and K-12 English Language Arts and Literacy



*Office of Elementary Education and Reading*  
**OFFICE OF INSTRUCTIONAL MATERIALS  
AND LIBRARY SERVICES**



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## Section 1: Introduction and Overview

Mississippi's curriculum-based professional learning (CBPL) services adoption system involves reviewing and selecting professional learning services to enhance teacher capacity. Specific procedures are established for publishers, vendors, and consultants to maintain the integrity of the process. The MDE designates dates that must be adhered to during each adoption year.

AREAS FOR THE 25-26 REVIEW CYCLE	
AREAS	GRADE LEVELS
English Language Arts/Literacy	K-12
Mathematics	K-12

Submitted services must meet specific criteria to be considered for the state-approved Curriculum-Based Professional Learning list. This list will serve Mississippi public schools, accredited non-public schools, and special state schools. The approved list will be available on the [Mississippi Instructional Materials Matter website](#).

If issued, a copy of this solicitation, along with all appendices and any subsequent amendments, like the Question-and-Answer amendment, will be available on the [Mississippi Instructional Materials Matter website](#). Interested vendors are solely responsible for checking the website for updates about this Bid Submission Packet.

## Section 2: Plan to Achieve the Scope of Services

This section details the services and requirements that the publisher, vendor, and consultant must provide. Although the descriptions are not comprehensive, they are intended to highlight any services or needs that may require additional planning or programming on your part. A thorough plan is essential to address this solicitation, outlining how the publisher, vendor, and consultant intend to meet the specified service requirements.

### A. SCOPE OF SERVICES

The publisher, vendor, and consultant must provide curriculum-based professional learning that connects to the state-adopted High-Quality Instructional Materials (HQIM). Materials that contain obscene, lewd, sexist, or vulgar content, promote prejudicial behavior or anti-social actions, or are derogatory towards any race, sex, or religion will be rejected by the Mississippi State Board of Education (SBE) {[Miss. Code Ann. § 37-43-31\(5\)](#), [Miss. Code Ann. § 37-11-81](#), [House Bill 1193 \(2025\)](#)}.

### B. CONTRACTOR QUALIFICATIONS REQUIRED

When a publisher, vendor, or consultant prepares to submit professional learning services for adoption, they must consult the relevant state standards and the HQIM list. This guarantees

that the offered services are well-aligned with the curriculum requirements and adopted HQIM.

### C. DELIVERABLES

In the 2025-2026 adoption process, all professional learning services proposed for state adoption will be reviewed to assess their alignment with connection to Mississippi College- and Career-Readiness Standards, Science of Reading, and HQIMs.

Publishers, vendors, and consultants must submit each professional learning opportunity individually, including details such as the CBPL type, method, and price. Professional learning conducted virtually or in person will be eligible for review. Bids that do not adhere to this format will be disregarded.

#### Types of CBPL:

- **Launch** occurs when new materials are adopted, or a teacher or leader is new to a district or grade level. It aids educators in understanding how the materials are designed and intended to be used.
- **Implementation** occurs when stakeholders understand how the HQIM aligns with the academic vision and ensure that students master grade-level content by the end of the year. They are more likely to invest in their long-term success. Engage stakeholders early and often to ensure they grasp the curriculum's approach and design, acting as ambassadors for the materials in their schools. Most importantly, teachers should have ample time to receive meaningful initial training on the adopted curriculum.
- **Ongoing PL for Teachers** is the regular, ongoing support that aids all educators, especially those new to the profession, in implementing HQIM effectively. This professional learning may take the form of collaborative learning or coaching. It includes teachers' understanding of when to use the curricula with fidelity and integrity.
- **System Design and Leader Support** generally offers more customized training aimed at helping local education agencies (LEAs) create the necessary conditions and training to support teachers and foster sustainability within the school.

#### Models of CBPL:

It should include the following features: 1) high-quality instructional materials at the center; 2) development of teachers' content knowledge and pedagogical content knowledge within the context of HQIM; 3) grounding in evidence of student learning with an emphasis on evidence-informed decision-making; 4) attention to teacher motivation and mindset; 5) differentiation of support for new and developing teachers; 6) occurrence on a regular and predictable basis; and 7) support from leadership.

- **Consultation:** Discussion with experts (HQIM publishers, HQPL providers, and state education agencies) to support curriculum design and implementation.
- **Coaching/Mentoring:** Job-embedded expert support of instructional practices or curriculum implementation from a school-based or external partner.

- **Collaborative Planning Time:** A collaborative group organized and led by teachers to help strengthen professional development in areas of common interest.
- **Workshops:** Stand-alone synchronous or asynchronous learning experiences are designed to build educator capacity in implementing and applying specific goals, methods, instructional material components, and assessments.

### Section 3: Minimum Qualifications

1. The subsequent minimum qualifications are essential. Suppose the MDE determines that the publisher/vendor/consultant does not adequately demonstrate that the proposing company fulfills these minimum qualifications. In that case, the bid packet will be disqualified from further review. It is the vendor's responsibility to submit a complete bid packet by the submission deadline.
2. The publisher/vendor/consultant must deliver the items outlined in **Section 4**, which details the scope of services achieved.
3. The publisher/vendor/consultant must deliver all services associated with this contract from an office in the United States. Please confirm your acceptance of this requirement and specify any locations outside the State of Mississippi where you plan to offer the services outlined in this contract solicitation.
4. As stated in the Miss Code Ann. §37-43-25, the chosen publisher or vendor must obtain a performance bond of \$2,500 plus an additional \$500 for each title or grade level. This performance bond must be submitted within ten (10) days following the execution of the contract and before any services commence.

#### A. ADOPTION ORIENTATION

The MDE will host a virtual workshop on **Wednesday, June 11, 2025, at 1:00 p.m. CST** to assist potential publishers, vendors, and consultants understand the program and the bid process. There is no cost for the workshop. **While applying to the submission workshop is not required, it is highly encouraged.** The Microsoft TEAMS link will be posted on the [Mississippi Instructional Materials Matter website](#).

#### B. QUESTIONS AND ANSWERS

Please submit questions to [esimmons@mdek12.org](mailto:esimmons@mdek12.org) by **Friday, June 13, 2025, at 2:00 PM CST** for a response from the MDE. Answers will be available on the Mississippi Instructional Materials Matter website on **Monday, June 16, 2025**. Questions submitted after the deadline will not be answered. The publisher, vendor, and consultant is responsible for regularly checking the website for updates and announcements related to this solicitation.

#### C. ACKNOWLEDGEMENT OF AMENDMENTS

The MDE reserves the right to modify this solicitation at any time. Any amendments made will be posted on the Mississippi Instructional Materials Matter website. Publishers, vendors, and consultants must acknowledge receipt of any amendments by signing and returning the

acknowledgment form, which should be included in the bid submission. Be sure to check the website regularly for any updates or amendments. Additionally, the MDE's responses to questions will be considered amendments to the solicitation and must be acknowledged accordingly. The bidder is responsible for monitoring the [Mississippi Instructional Materials Matter website](#) for any updates to this solicitation.

#### D. COST OF BID PACKET PREPARATION

The publisher, vendor, or consultant will cover all expenses related to preparing and delivering its bid packet, making presentations, and any subsequent time and travel to consult with the MDE about its bid.

#### E. RIGHT TO REJECT, CANCEL, OR ISSUE ANOTHER SOLICITATION

The MDE retains the right to decline any or all bids submitted in response to the solicitation, cancel the solicitation altogether, or issue a new solicitation.

#### F. REGISTRATION WITH THE MISSISSIPPI SECRETARY OF STATE

By submitting a bid packet, the publisher, vendor, or consultant confirms its registration to conduct business in Mississippi, as state law and the Secretary of State's regulations require. If not registered, the vendor agrees to register within seven (7) business days upon notification from the MDE Office of Instructional Materials and Library Services regarding the contract award.

#### G. DEBARMENT

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

#### H. STATE APPROVAL

It is acknowledged that this contract will need approval from the SBE. If approval is necessary and the contract is not approved, it will be considered void, and no payments will be made under it. The MDE will make every effort to ensure swift approval and a start date that aligns with the proposed schedule; however, please be aware that the schedule is tentative.

### Section 4: Award of Contracts

#### A. DOCUMENT SUBMISSION REQUIREMENTS

All mandatory documents must be emailed to Elizabeth Simmons, Director of Instructional Materials and Library Services, at [esimmons@mdek12.org](mailto:esimmons@mdek12.org). The bid packet should follow the required format specified in the section below. Publishers, vendors, and consultants must allow a minimum of 72 hours before the due date to account for any unforeseen technical

issues. **Bids received after the deadline specified in the solicitation will be considered late and not eligible for an award. Any deviation from these instructions may result in the disqualification of the qualification response and its exclusion from award consideration.** If a bid packet is submitted multiple times, only the most recent submission will be evaluated for an award; all prior submissions will be discarded. Bids sent via facsimile or mail will not be accepted.

Every page of the bid packet needs to be numbered. Any additional attachments and samples should be numbered separately within each document rather than adhering to the overall page numbering of the complete bid packet. This requirement aims to ensure that the publisher, vendor, and consultant present all information in a way that is easy to reference and locate.

## B. REQUIRED FORMAT

The publisher or vendor **SHALL** provide the following:

- ✓ Submission Bid Form (Appendix A)

- ✓ Price Packages (Appendix B)

1. During the bid or contract period, the publisher, vendor, or consultant agrees that if any reduction is made in the official list or catalog prices, corresponding reductions shall be made in the prices named in the contracted bid.
2. Each package should feature a unique identifier and its corresponding price.
3. Each package should include the following information:
  - i. Contact Person
  - ii. Aligned HQIM information
  - iii. Vendor Description
  - iv. Description of Services
  - v. Method: Virtual, In-Person, or Combination
  - vi. Duration: length of sessions
  - vii. Maximum Number of Participants
  - viii. Student Supports: Students with Disabilities and English Learners
  - ix. Pricing Information

- ✓ Other Required Documents

**NOTE:** Documents must be named to correspond with the required documents. Avoid uploading a document that contains only one file.

1. Completion of HQIM and Content Expertise for Curriculum-Based Professional Learning (Gateway 1) section of the Submission Bid Packet

2. Completion of Quality of Professional Learning Design (Gateway 2) with the required artifacts:
  - i. Launch Training: Features and Benefits One Pager and Sample Training Materials
  - ii. Implementation Training: Features and Benefits One Pager, Sample Training Materials, link to 30-minute Program Video
  - iii. Ongoing Professional for Teachers Training: Features and Benefits One Pager, Sample Training Materials, link to 30-minute Program Video
  - iv. System Design and Leader Support Training: Features and Benefits One Pager, Sample Training Materials, link to 30-minute Program Video
3. NOTE: State-adopted publishers, vendors, and consultants will be asked to send high-resolution images of their logos for inclusion on the Mississippi Instructional Materials Matter website and the ClassGather online and print catalogs.

✓ **Presentation Video**

1. Each publisher, vendor, or consultant shall be limited to one (1) recorded presentation for Implementation, Ongoing Professional Development for Teachers, and System Design training submitted for adoption consideration.
2. The presentation **shall be limited to thirty** (30) minutes of a live presentation to a school.
3. **No** presentations will be made to the rating committee members individually.
4. Each publisher, vendor, and consultant shall provide a link to the video instead of sending the actual video through email.

**Changes or additions to any part of the bid submission packet may result in rejection.** The MDE retains the right to evaluate each bid with modifications or additions individually to determine if it is non-responsive. Before accepting a bid, the MDE may request that the publisher, vendor, or consultant remove or amend non-responsive aspects, provided these changes do not compromise the service's quality, quantity, price, or delivery. The official solicitation issued by the MDE takes precedence over any conflicting solicitation language submitted in bids afterward.

Any documentation and necessary samples submitted in reply to this solicitation, as well as any follow-up information requests, will become the property of the MDE and will not be returned to the publisher or vendor.

If you have any additional information you would like to provide, please include it in **Section 4** of your bid packet. **Failure to provide all requested information in the required format may disqualify the bid.** All requested information is considered necessary. The MDE is not obligated to locate or acknowledge any information in the bid packet not presented according to the appropriate outline and in the correct location specified in these instructions.

## C. OFFICIAL EXAMINATION SUBMISSION REQUIREMENTS

Any documentation and necessary samples submitted in response to this solicitation, as well as any follow-up information requests, will become the property of the MDE and will not be returned to the publisher, vendor, or consultant {[Miss. Code Ann. §37-43-59](#)}.

## D. TIMELINE OF EVENTS

**The publisher/vendor/consultant is solely responsible for submitting the proposal on time.**

DATES	TASKS
<b>Tuesday, May 27 – Tuesday, June 10, 2025</b>	Advertisement for the Call for Bids in the Clarion Ledger and the Mississippi Instructional Materials Matter website.
<b>Wednesday, June 11, 2025</b>	Publisher Orientation Session (link will be posted on the Mississippi Instructional Materials Matter website).
<b>Friday, June 13, 2025</b>	Questions regarding bid procedures or standards alignment should be submitted via email to Elizabeth Simmons at <a href="mailto:esimmons@mdek12.org">esimmons@mdek12.org</a> .
<b>Monday, June 16, 2025</b>	Questions and Responses will be posted on the Mississippi Instructional Materials Matter website.
<b>Friday, June 20, 2025</b>	<b>Bid Packages are due by 2:00 p.m.</b> Refer to Section 4 of the Call for Bids for details on the required documents and print materials.
<b>Monday, June 23 – Friday, June 27, 2025</b>	The MDE rating committee will meet to review materials.
<b>Tuesday, July 1, 2025</b>	The anticipated date of the Notice of Intent to Award letters will be sent to publishers/vendors/consultants.
<b>Thursday, August 21, 2025</b>	Adoption results are presented to the SBE for final approval.
<b>Thursday, August 21, 2025</b>	Adopted titles will be posted on the Mississippi Instructional Materials Matter website.
<b>Thursday, August 21, 2025</b>	Contracts are sent to publishers/vendors/consultants for signature.
<b>Wednesday, August 27, 2025</b>	Districts will receive training on adopted titles, purchase protocols, and the virtual caravan timeline.
<b>Thursday, September 4, 2025</b>	Contracts and bonds due from Publishers.
<b>January - February</b>	In-person caravan

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

## E. ACCEPTANCE OF BIDS

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

The MDE shall accept all bids that have been correctly submitted. After conducting the compliance review and evaluating bids, the MDE may request necessary amendments from all publishers, vendors, and consultants, reject any or all bids received, or cancel this solicitation in the best interest of the MDE and the State of Mississippi.

The MDE also reserves the right to waive minor irregularities in bids, provided 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 that does not affect the bid price, give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDE. Where the MDE may waive minor irregularities as determined by the MDE, such waiver shall not modify the solicitation requirements or excuse the publisher, vendor, or consultant from full compliance with the solicitation specifications and other contract requirements should the publisher or vendor be awarded the contract.

The MDE reserves the right to exclude any non-responsive proposals from any consideration for contract award. The MDE shall award a contract to the publisher or vendor whose proposal is responsive to the solicitation and most advantageous to the MDE, the Board, and the State of Mississippi regarding price, quality, and other relevant factors.

## F. DISPOSITION OF BIDS

The bid packet submitted by the successful publisher, vendor, or consultant shall be incorporated into and become part of the resulting contract. Upon receipt, all proposals received by the MDE shall 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.

## G. MODIFICATION OR WITHDRAWAL OF A BID PACKET

Before the bid submission deadline, a bid packet may be withdrawn by submitting a written request for withdrawal to the MDE, signed by the publisher, vendor, or consultant.

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 be 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 valid for one hundred eighty (180) calendar days from the submission date.

## H. 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. Furthermore, submitting an incomplete bid is subject to rejection as non-responsive. The MDE reserves the right to permit the publisher or vendor to withdraw nonconforming terms and conditions from its proposal response before the MDE determines 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 the authorized representative's original or electronic authentication signature.
6. The bid contains false or misleading statements or references.
7. The publisher, vendor, or consultant is determined to be non-responsive.
8. The products or services offered in the bid are unacceptable because they fail to meet the requirements of the specifications, permissible alternates, or other acceptable criteria outlined in the solicitation.
9. The bid was received late.
10. The publisher, vendor, or consultant emails the qualification response packet to an MDE staff member.
11. The publisher, vendor, or consultant has filed for business bankruptcy, been implicated in fraud, and/or been debarred within the past seven (7) years.
12. The publisher, vendor, or consultant did not perform prior MDE services in an honorable and/or proper manner.
13. The publisher, vendor, or consultant is currently indebted to the State.
14. The publisher, vendor, or consultant's objection to the Standard Terms and Conditions.
15. In-person delivery of the proposal by the publisher, vendor, or consultant.

## I. 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 that does not meet the requirements of this solicitation will be considered non-responsive and eliminated from further consideration.

## J. BID PACKET EVALUATIONS

All bids received in response to this solicitation by the stated deadline will be evaluated comprehensively, fairly, and impartially. The State Rating Committee will consider 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, or consultant 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, or consultant 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, is 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. The required proposal submission format is followed.
3. Minimum Qualifications met.
4. Submission Bid Packet (Appendix A)
5. Bid Affidavit (Appendix B)
6. Price Packages (Appendix C)
7. All Other Required Items (Section 4.B)
8. Presentation Video (Section 4.B)

**NOTE:** Failure to comply with these requirements will prevent the bid from being further considered. Publishers or vendors passing Phase 1 will be evaluated further.

**Phase 2** – During this stage of the evaluation process, the rating committee will assess bids and assign numerical scores to each qualified publisher, vendor, or consultant based on the criteria outlined below. Sample rubrics can be found on the [MDE instructional materials website](#).

**Phase 3** – If a CBPL vendor or consultant advances past Phase 2, their required video presentations will be evaluated using Gateway 4. Additionally, to renew their contract with the state board, CBPL vendors and consultants must participate in an annual micro-credentialing program hosted by MDE.

After the review concludes, the average score from the rating committee will identify the publishers, vendors, and consultants to be awarded. The Office of Instructional Materials and Library Services will recommend to the SBE the proposal considered most beneficial to the State and authorize the release of an Intent to Award contract notification to the selected vendor. The Board will also allow for contract negotiations if necessary. Following the Board's authorization, written notifications of the contract award will be sent to all participating publishers, vendors, and consultants.

## Section 5: Contract Awards

Funds and awards are subject to appropriations by the state/federal government. This multi-term contract will be awarded to the MDE at no cost. It will be for one (1) year with the option to renew for four (4) 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, and completion and submission of all required documentation. Funding to eligible vendors is subject to the SBE approvals, if applicable.

### A. REQUIRED MICRO-CREDENTIAL PROGRAM

Curriculum-Based Professional Learning (CBPL) is conducted by an expert through a cyclical learning process that involves collaboration and coaching, transferring knowledge into classrooms. CBPL begins with the academic needs of students and teachers, supporting high-quality instructional materials (HQIM) to enhance student outcomes. The effective implementation of HQIM significantly impacts student learning. To align with the Mississippi College- and Career-Readiness Standards (MCCRS) and the Mississippi Department of Education's Strategic Goals, state-adopted CBPL vendors must complete at least 20 hours of the CBPL micro-credential program.

Each publisher, vendor, or consultant must complete the yearly Mississippi Department of Education micro-credential program to renew the annual contract for four (4) years on a one (1) year basis.

To renew the contract annually, all K-12 English Language Arts and Literacy consultants must complete training in the Science of Reading, High-Quality Instructional Materials, and Curriculum-Based Professional Learning. Likewise, for annual contract renewal, K-12 mathematics consultants must complete training in Mathematics Standards, High-Quality Instructional Materials, and Curriculum-Based Professional Learning.

### B. 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 the Scope of Work to the Offeror
- Provide Calendar of Events to the Offeror

### C. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise, each party shall bear the costs incurred in performing its responsibilities. The contractor shall provide one person responsible for all activities required to fulfill said contract. This individual shall have the authority to make

decisions and commitments on behalf of the contracted party during the solicitation's performance.

The MDE shall also designate one representative to act as the primary contact for this office. This representative shall confer with all parties necessary to resolve any unanticipated issues or requirements that might occur during the solicitation.

#### D. MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) shall be required before the Mississippi Department of Education releases student-level data. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or denial of subsequent renewal requests.

#### E. ETHICS

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

#### F. TERMINATION IN THE EVENT OF EMPLOYMENT

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

### Section 6: Caravan and Intent to Adopt

The Mississippi Publishers Association organizes a caravan, allowing school districts to evaluate and select high-quality instructional materials (HQIM). The caravan will include state-adopted curriculum-based professional learning (CBPL) vendors. This annual event includes presentations and resources encouraging collaboration with state-approved publishers, vendors, consultants, and Ingram Education Services for HQIM and CBPL adoption. Publishers, vendors, and consultants will receive the caravan guidelines and schedule after designation of the presentation areas. **Participating publishers, vendors, and consultants are responsible for the costs of conducting the caravan. Participation in the caravan is not mandatory.**

The caravan features tailored presentations for elementary, middle, and high school educators, ensuring that resources and services suit each grade level. Over two weeks, the caravan will visit eight locations, streamlining the adoption process, which allows districts to evaluate their choices systematically and make informed decisions. It also promotes collaboration among educators within and across districts. Upon reviewing services at the caravan, districts will complete a virtual

survey to request further meetings with publishers, vendors, and consultants or complete the ClassGather Intent to Adopt form.

## **Section 7: Appendices**

Appendix A: Submission Bid Form

Appendix B: Bid Affidavit

Appendix C: Price Packages

Appendix D: Bond Form

Appendix E: Standard Terms and Conditions

**BID SUBMISSION FORM**

ATTACHMENT A

**SEND COMPLETED FORM TO:**

Email [esimmons@mdek12.org](mailto:esimmons@mdek12.org)  
 Website [msinstructionalmaterials.org](https://msinstructionalmaterials.org)

**Mailing Address**  
 P. O. Box 771  
 Jackson, MS 39205-0771

**Physical Address**  
 1252 Eastover Dr., Suite 301  
 Jackson, MS 39211

**DIRECTIONS:** Download this document as a Word document. Complete Sections 1-5 below. Section 1 applies to the Curriculum-Based Professional Learning (CBPL) vendor. Email the completed application to Elizabeth Simmons at [esimmons@mdek12.org](mailto:esimmons@mdek12.org) by Friday, June 20, 2025.

**VENDOR INFORMATION:** Please type information.

<b>Company Name</b>			
<b>Contact Person</b>		<b>Title</b>	
<b>Address</b>			
<b>Telephone Number</b>		<b>Email Address</b>	
<b>Website</b>			
<b>Years of Experience in Providing CBPL</b> (i.e., aligned with instructional materials, EL strategies, etc.)			
<b>Link to Vendor Overview</b> (goals, principles, research foundations in Adult Learning Theory or other)			

**Curriculum-Based Professional Learning Bid Notice**

Pursuant to the bid notice of the Mississippi State Board of Education and in accordance with the resolution and orders of the Board, the above-listed vendor submits the bid for furnishing curriculum-based professional learning as listed on the following pages.

<b>Name</b>		<b>Title</b>	
<b>Email Address</b>		<b>Telephone Number</b>	

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*Signature*


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*Date*

## Curriculum-Based Professional Learning Bid Submission Packet

Submit one Curriculum-Based Professional Learning packet (Word document) for each Mississippi-adopted High-Quality Instructional Materials listed. **The completed textbook bid package must be received on or before (day, month, date, and year).**

**GATEWAY 1 – HQIM AND CONTENT EXPERTISE:** Please complete a separate submission packet per curriculum.

<b>MS High-Quality Instructional Materials</b>	Use the links to view the state-adopted HQIM titles for <a href="#">mathematics</a> and <a href="#">English Language Arts</a> .		
<b>Are you the publisher of the listed HQIM?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Grade Bands</b>	<input type="checkbox"/> K-5 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12
<b>Audience</b>	<input type="checkbox"/> Teachers <input type="checkbox"/> Instructional Coaches (MDE and District/School) <input type="checkbox"/> Administrators (district and/or school) <input type="checkbox"/> Other: _____		
<b>Group Size</b> (Indicate the number of ideal participants – this can be a range)		<b>Cost Structure</b> (Include pricing options as an attachment)	<input type="checkbox"/> Per participant <input type="checkbox"/> Per school <input type="checkbox"/> Per hour <input type="checkbox"/> Per session
<b>Frequency</b>	<input type="checkbox"/> Once <input type="checkbox"/> Monthly <input type="checkbox"/> Multi-Year <input type="checkbox"/> Other: _____		
<b>Types of CBPL</b> (Refer to Request for Qualifications for more information)	<input type="checkbox"/> Launch <input type="checkbox"/> Implementation <input type="checkbox"/> Ongoing PL for Teachers <input type="checkbox"/> System Design and Leader Support	<b>Method</b>	<input type="checkbox"/> Virtual <input type="checkbox"/> In-Person <input type="checkbox"/> Combination
<b>Model</b>	<input type="checkbox"/> Consultation <input type="checkbox"/> Coaching/Mentoring <input type="checkbox"/> Collaborative Planning Time <input type="checkbox"/> Workshop		
<b>MCCR Standards Alignment</b> <a href="https://mdek12.org/academiceducation/mississippi-college-and-career-readiness-standards">mdek12.org/academiceducation/mississippi-college-and-career-readiness-standards</a>	<input type="checkbox"/> Yes, the sessions are aligned to the MCCR Standards <b>OR</b> <input type="checkbox"/> No, the sessions are NOT aligned with the MCCR Standards	<b>Instructional Shifts</b> <a href="https://achievethecore.org/category/419/the-shifts">achievethecore.org/category/419/the-shifts</a>	<input type="checkbox"/> Yes, the sessions are aligned to the instructional shifts and practices <b>OR</b> <input type="checkbox"/> No, the sessions are NOT aligned with the instructional shifts and practices
<b>8 Elements of Effective Implementation</b> <a href="https://msinstructionalmaterials.org/selecting-materials">msinstructionalmaterials.org/selecting-materials</a>	<input type="checkbox"/> Yes, the sessions are aligned to the 8 Elements of Effective Implementation <b>OR</b> <input type="checkbox"/> No, the sessions are NOT aligned to the 8 Elements of Effective Implementation	<b>MS Experience</b>	<input type="checkbox"/> The vendor has conducted this CBPL in Mississippi <b>OR</b> <input type="checkbox"/> The vendor has conducted this CBPL in a different state with similar demographics <b>OR</b> <input type="checkbox"/> The vendor has NOT conducted this CBPL before

## HQIM and Content Expertise for Curriculum-Based Professional Learning

1. Describe the overall design, structure, and approach of the HQIM. What differentiates this curriculum from others? In your response, consider including information about alignment to standards and the use of research-based strategies. (Limit 300 words)	
2. Describe the HQIM's approach to assessment. How are formative and summative assessments used throughout the HQIM? (Limit 150 words)	
3. Describe the HQIM's approach to daily instruction. What components does a typical lesson include? How do they reflect the overall strategy of the HQIM? (Limit 150 words)	
4. Describe the materials required to implement the HQIM. Which are necessary, and which are optional? How do teachers and students access the materials for the HQIM? (Limit 150 words)	
5. Describe to what extent the HQIM supports all students (e.g., EL, students of color, multilingual students, students with special needs, students with unfinished teaching or learning, etc.) with accessing and mastering grade-level content. Explicitly discuss how the HQIM supports or doesn't support specific groups of students. (Limit 200 words)	
6. What components of the HQIM do teachers often struggle with when initially implementing? How do you address and support teachers with these challenges? (Limit 300 words)	
7. Describe the role curriculum plays in bringing the instructional shifts and practices to light in the classroom. (Limit 300 words)	

## GATEWAY 2 - QUALITY OF PROFESSIONAL LEARNING DESIGN

DIRECTIONS: Please indicate what documents you will upload to the ClassGather Vendor Portal. All items listed are required and will be public facing on the Mississippi Instructional Materials Matter CBPL Adopted List. Supporting materials containing solicitations will not be included on the CBPL Adopted List.

### Launch

- ✓ Provide background information or context on your launch professional learning and the artifacts to submit for reviewers.
- ✓ Remember the intended audience of the professional learning, location, and delivery methods.
- ✓ Limit to 350 words

**Required Artifacts:** ☐ Features and Benefits One Pager ☐ Sample Training Materials

### Implementation

- ✓ Provide background information or context on your implementation professional learning and the artifacts to submit for reviewers.
- ✓ Remember the intended audience of the professional learning, location, and delivery methods.
- ✓ Limit to 350 words

**Required Artifacts:** ☐ Features and Benefits One Pager ☐ 30-minute Program Video ☐ Sample Training Materials

### Ongoing Professional Learning for Teachers

- ✓ Provide any background information or context on your teacher support professional learning and the set of artifacts to submit for reviewers.
- ✓ Remember the intended audience of the professional learning, location, and delivery methods.
- ✓ Limit to 350 words

**Required Artifacts:** ☐ Features and Benefits One Pager ☐ 30-minute Program Video ☐ Sample Training Materials

### System Design and Leader Support

- ✓ Provide any background information or context on your system design and leader support professional learning and the set of artifacts to submit for reviewers.
- ✓ Remember the intended audience of the professional learning, location, and delivery methods.
- ✓ Limit to 350 words

**Required Artifacts:** ☐ Features and Benefits One Pager ☐ 30-minute Program Video ☐ Sample Training Materials

Resumes/Curricula Vitae of CBPL Providers	
✓ A response should be uploaded to the ClassGather Vendor Portal.	
References	
✓ Upload three past partners/district who can speak to your CBPL program to the ClassGather Vendor Portal.	
GATEWAY 3 - USING DATA TO PLAN AND IMPROVE: Please complete a separate submission packet per curriculum.	
1. Describe the process you use to learn about a new client's goals, resources, and requirements and how you use the information to tailor approaches and/or services to clients' needs. (Limit 200 Words)	
2. Describe your process for sharing and debriefing impact and evaluation data with district partners. (Limit 150 Words)	
3. Describe how you evaluate potential facilitators' content knowledge and ability to deliver professional learning that reflects best practices for facilitating adult learning. (Limit 200 Words)	
4. Provide a specific example of how your organization has used data about facilitator/coach effectiveness to improve overall services or address the individual needs of facilitators. (Limit 200 Words)	
5. Explain your process for staying up to date on platform and curriculum updates and revising your professional learning materials accordingly (Limit 150 Words)	

**SUBMISSION BID AFFIDAVIT**

## ATTACHMENT B

\_\_\_\_\_ (Authorized Agent), having been duly sworn, declares that he/she holds the position of \_\_\_\_\_ (Title of Position) and that \_\_\_\_\_ (Name of Vendor) is not, directly or indirectly, affiliated with any other publisher, vendor, or consulting company that has submitted professional learning services and bids to the State Board of Education of Mississippi concerning this adoption. To the best of their knowledge, no one associated with him/her, whether directly or indirectly, holds any financial interest, either individually or as a trustee, in the business of any other publisher, vendor, or consulting company that has submitted a bid to this Board, except as noted below. Additionally, \_\_\_\_\_ (Name of Vendor) has not been and is not involved in any agreement, syndicate, or other arrangement that would restrict the competitive benefits for the people of the State of Mississippi utilizing the materials presented here.

The vendor, \_\_\_\_\_ (Name of Vendor), confirms that each consultant, coach, and trainer will complete the necessary Mississippi Department of Education micro-credential program. To renew the contract annually, all K-12 English Language Arts and Literacy consultants must finish training in the Science of Reading, High-Quality Instructional Materials, and Curriculum-Based Professional Learning. Similarly, for annual contract renewal, K-12 mathematics consultants must complete training in Mathematics Standards, High-Quality Instructional Materials, and Curriculum-Based Professional Learning.

The vendor acknowledges that the leading vendor, \_\_\_\_\_ (Name of Vendor), and involved third parties, \_\_\_\_\_ (Additional Publisher/Vendor/Consultant), must comply with the following Mississippi Codes. [Miss. Code Ann. § 37-43-31\(5\)](#) mandates that instructional materials submitted should not include obscene, lewd, sexist, or vulgar content; promote prejudicial behaviors; or support actions derogatory towards any race, sex, or religion. Additionally, the vendor is required to follow [Miss. Code Ann. § 37-11-81](#), which stipulates that those providing online or digital content take measures to block, prohibit, and prevent the sending, receiving, viewing, or downloading of materials that contain: child pornography; content

depicting or endorsing child sexual exploitation or trafficking; obscene material; or inappropriate content concerning sex, cruelty, and violence that could potentially harm children. Furthermore, sexually explicit materials are also prohibited. [Miss. Code Ann. § 37-11-81\(2\)\(c\)](#) defines what constitutes obscene material, while [§ 37-11-91\(3\)](#) details the penalties for non-compliance. Both MDE and Vendor commit to abiding by the directives outlined in [Miss. Code Ann. § 37-11-81](#). In the 2025 Legislative Session, [House Bill 1193](#) was enacted by the Mississippi governor, which mandates that vendors ensure that instructional materials align with the definitions provided in the law. Terms “female,” “male,” and “sex” as provided in [Miss. Code Ann. § 41-141-3\(a\)](#).

In witness whereas the vendor has executed this agreement subject to the terms and conditions.

Executed at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed \_\_\_\_\_  
(Company)

By \_\_\_\_\_  
(Authorized Agent)

Title \_\_\_\_\_

Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**PRICE PACKAGE**

ATTACHMENT C



2025

Contact Person		Email Address	
Vendor Website			
Aligned HQIM (Title, Publisher, Copyright)			
Aligned HQIM Grade Levels			
Vendor Description (3-4 sentences)			

**LAUNCH PACKAGE**

This professional development package equips teachers and leaders for the first six weeks after adopting the state-approved HQIM.

**PACKAGE DESCRIPTION AND SERVICES** (Keep description short)

<b>METHOD</b> (select only one)	<b>DURATION</b> (length of sessions)	<b>MAX # OF PARTICIPANTS</b>	<b>SUPPORTS</b>	<b>PRICING INFORMATION</b>
<input type="checkbox"/> Virtual <input type="checkbox"/> In-Person  <input type="checkbox"/> Combination			<input type="checkbox"/> SWD <input type="checkbox"/> English Learners	

## IMPLEMENTATION PACKAGE

This professional development package equips teachers and leaders for the initial year of curriculum implementation.

### PACKAGE DESCRIPTION AND SERVICES (Keep description short)

METHOD (select only one)	DURATION (length of sessions)	MAX # OF PARTICIPANTS	SUPPORTS	PRICING INFORMATION
<input type="checkbox"/> Virtual <input type="checkbox"/> In-Person  <input type="checkbox"/> Combination			<input type="checkbox"/> SWD <input type="checkbox"/> English Learners	

## ONGOING PROFESSIONAL LEARNING FOR TEACHERS PACKAGE

This professional learning package supports schools in their second or third year of implementation. Its purpose is to help educators enhance and sustain their efforts over time. It aims to assist teachers and leaders in refining their instructional practices.

### PACKAGE DESCRIPTION AND SERVICES (Keep description short)

METHOD (select only one)	DURATION (length of sessions)	MAX # OF PARTICIPANTS	SUPPORTS	PRICING INFORMATION
<input type="checkbox"/> Virtual <input type="checkbox"/> In-Person  <input type="checkbox"/> Combination			<input type="checkbox"/> SWD <input type="checkbox"/> English Learners	

## SYSTEM DESIGN AND LEADER SUPPORT PACKAGE

This package is for systems in their fourth year and beyond. It focuses on establishing effective professional learning structures that promote growth, collaboration, and improvement. The package includes guidance and coaching to plan and execute relevant, ongoing, and job-embedded professional learning for educators.

### PACKAGE DESCRIPTION AND SERVICES (Keep description short)

METHOD (select only one)	DURATION (length of sessions)	MAX # OF PARTICIPANTS	SUPPORTS	PRICING INFORMATION
<input type="checkbox"/> Virtual <input type="checkbox"/> In-Person  <input type="checkbox"/> Combination			<input type="checkbox"/> SWD <input type="checkbox"/> English Learners	

# BOND FORM

## ATTACHMENT D

**NOTE:** Please do not complete until an official copy and the state-adopted CBPL contract are sent.

### ***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 \_\_\_\_\_, **2026**.

The condition of the above obligation is such that whereas the said \_\_\_\_\_, the principal obligor herein, did on this the \_\_\_\_\_ day of \_\_\_\_\_, **2026**, 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 \_\_\_\_\_, **2026**.

\_\_\_\_\_  
*Principal Signature*

\_\_\_\_\_  
*Surety Signature*

# MISSISSIPPI CBPL CONTRACT

## ATTACHMENT E

*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 CURRICULUM-BASED PROFESSIONAL LEARNING

The MDE, acting under and by virtue of authority rested in it in Sections 37-1-3(1b-1c) and 37-1-3(2a) of the Mississippi Code of 1972, According to Sections 37-1-3(1b-1c) and 37-1-3(2a) of the Mississippi Code of 1972, Annotated, the Mississippi Department of Education has authority to contract for curriculum-based professional learning in the state of Mississippi, called for on the XX day of month, year, competitive bids from curriculum-based professional learning vendors for furnishing content area and grade level professional learning materials services to the schools of Mississippi; that according to said call for bids (**Appendix B**), sealed bids (**Appendix C**) were submitted by various curriculum-based professional learning vendors; that representatives of the MDE opened said bids and after having fully investigated the said bids and services and materials submitted did on the XX day of month, year, select and adopt as required by law said services and materials to be used in the schools of Mississippi for 1 year with option to renew for four 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. MICRO-CREDENTIAL PROGRAM

The curriculum-based professional learning shall ensure that each consultant, coach, and trainer will complete the yearly Mississippi Department of Education micro-credential program to renew the annual contract for four (4) years on a one (1) year basis. To renew the contract annually, all K-12 English Language Arts and Literacy consultants must complete training in the Science of Reading, High-Quality Instructional Materials, and Curriculum-Based Professional Learning. Likewise, for annual contract renewal, K-12 mathematics consultants must complete training in Mathematics Standards, High-Quality Instructional Materials, and Curriculum-Based Professional Learning.

### 3. BOND GUARANTEE

That the said Company/Vendor 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.

### 4. CONTRACT PRICING

That the said Company/Vendor has agreed to furnish the said services and materials 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 1 year from the contract start date. This period may be extended from year to year, not to exceed four additional years, at the discretion of the MDE at no increase in price as provided by law. The said Company/Vendor must agree that any and all pricing options, professional learning services, combination of books and resources, consumable work texts, web-based resources, and digital licenses, selected for adoption, shall be included in the state contract pricing for the curriculum-based professional learning program.

## 5. DEPOSITORY INVENTORY

That the said Company/Vendor shall establish a depository at the procured regional depository, and the said Company/Vendor shall keep a supply of the said professional learning services in the regional depository sufficient to meet promptly the demands of the MDE. Payment for services 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 the payment of products provided under this contract. The MDE will not be liable for any obligations incurred by the local school districts. The said Company/Vendor shall have the services 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 [September 1, 2025](#).

## 6. PROFESSIONAL LEARNING AGENTS

The said Company/Vendor shall not employ any school officials or employees to act as agents or attorneys for selling professional learning services in this state.

## 7. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered, or changed only by a 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.

## 8. CONTRACT ASSIGNMENT/SUBCONTRACTING

Company/Vendor acknowledges that it was selected by the MDE to perform the services required hereunder based, in part, upon Company/Vendor's special skills and expertise. Company/Vendor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the MDE, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of the Company/Vendor's obligations hereunder without the consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

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 Program Project Manager.

## 9. TERMINATION FOR DEFAULT

(1) **Default.** If the MDE gives the Company/Vendor a notice that the personal or professional services are being provided in a manner that is deficient, the Company/Vendor shall have 30 days to cure the deficiency. If the Company/Vendor fails to cure the deficiency, the MDE may terminate the contract for default, and the Company/Vendor will be liable for the additional cost to the MDE to procure the personal and professional services from another source. Termination under this paragraph could result in the Company/Vendor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled as a termination for default shall be deemed a termination for convenience.

(2) **Company/Vendor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Agency Head or designee, the Company/Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Company/Vendor in which the State has an interest.

- (3) ***Excuse for Nonperformance or Delayed Performance.*** Except with respect to defaults of Subcontractors, the Company/Vendor 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/Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Company/Vendor 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/Vendor 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/Vendor to meet the contract requirements.
- Upon request of the Company/Vendor, 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/Vendor'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).
- (4) ***Erroneous Termination for Default.*** If, after notice of termination of the Company/Vendor'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.
- (5) ***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.

## 10. TERMINATION FOR CONVENIENCE

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

complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **11. INDEPENDENT CONTRACTOR STATUS**

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDE. Nothing contained herein shall be deemed or construed by the MDE, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDE. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDE, and the MDE shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDE shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MDE shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDE for its employees.

#### **12. ACCESS TO RECORDS**

Company/Vendor 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/Vendor related to Company/Vendor's charges and performance under this agreement. Such records shall be kept by the Company/Vendor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Company/Vendor 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 the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

#### **13. 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/Vendor shall comply with applicable federal, state, and local laws and regulations.

#### **14. COMPLIANCE WITH LAWS**

The Company/Vendor 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/Vendor agrees during the term of the agreement that the Company/Vendor will strictly adhere to this policy in its employment practices and provision of services. The Company/Vendor 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.

#### **15. PERSONNEL**

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

#### **16. AUTHORITY TO CONTRACT**

The Company/Vendor 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.

#### **17. REPRESENTATION REGARDING CONTINGENT FEES**

The Company/Vendor 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/Vendor's bid or proposal.

#### **18. STATE AGENT OR EMPLOYEE BENEFIT**

The Company/Vendor 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.

#### **19. 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/Vendor, 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.

#### **20. REPRESENTATION REGARDING GRATUITIES**

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by the contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

## **21. TRUST**

The Company/Vendor 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).

## **22. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE, subject to approval by any agencies of the United States Government. Contractor 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 Contractor to the following: 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.

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the state.

## **23. ASSIGNED COPYRIGHT**

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

## **24. COPYRIGHTS**

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

The Company/Vendor further agrees that all material produced and/or delivered under this contract will not, to the best of the Company/Vendor'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/Vendor's opinion be likely to become, the subject of any infringement claim or suit, the Company/Vendor shall procure the rights to such material or replace or modify the material to make it non-infringing.

## **25. 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.*

## **26. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

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

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

## **27. 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.

## **28. COMPANY/VENDOR COMPLIANCE WITH LAWS**

Company/Vendor 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 Company/Vendor agrees during the term of the agreement that Company/Vendor will strictly adhere to this policy in its employment practices and provision of services.

The Company/Vendor 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, 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.

**Compliance with House Bill 1193 (2025):** Since the execution of the original contract, the Mississippi Legislature enacted House Bill 1193, which charges publishers or vendors to ensure that instructional materials align with the definitions provided in the law. Terms “female,” “male,” and “sex” as provided in Miss. Code Ann. § 41-141-3(a).

## **29. INDEMNIFICATION**

To the fullest extent allowed by law, the Company/Vendor 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/Vendor 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/Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Company/Vendor defends said claim, suit, etc., the Company/Vendor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. The Company/Vendor 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/Vendor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

## **30. REQUIRED PUBLIC RECORDS AND TRANSPARENCY**

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

## **31. CONTRACTOR PERSONNEL**

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 Contractor. If the MDE reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors who are satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.

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

### **32. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Company/Vendor 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 Contractor or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDE may result in the immediate termination of this agreement.

### **33. LEGAL AND TECHNICAL SUPPORT**

The Company/Vendor 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/Vendor 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/Vendor 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/Vendor's activities under this contract without additional charges to the MDE or the State.

### **34. 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.

### **35. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the MDE upon written notice to the Company/Vendor, if the Company/Vendor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Company/Vendor of an assignment for the benefit of its creditors. In the event of such termination, the Company/Vendor 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.

### **36. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed, or work done by the Company/Vendor 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/Vendor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event the Company/Vendor 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/Vendor.

### **37. CONFIDENTIALITY**

The MDE is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Miss. Code Ann. §§ 25-61-1 et seq. If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

### **38. CONTRACT RIGHTS**

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following the issuance of this solicitation.

### **39. THIRD PARTY ACTION NOTIFICATION**

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

### **40. STOP WORK ORDER**

The MDE may, by written order to the Contractor at any time, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

### **41. STATE PROPERTY**

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

### **42. RENEWAL OF CONTRACT**

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

### **43. RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of the Contractor.

### **44. PRICE CERTIFICATION**

Any Offeror submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, Offeror agrees to accept a contract pursuant to the requirements of Section 14.15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations if so requested by the procuring Agency.

#### **45. PRICE ADJUSTMENT**

(1) Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- a. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event that makes the price adjustment clause be enacted.
- b. by agreement on a fixed price adjustment before commencement of the
- c. Additional performance;
- d. by unit prices specified in the contract;
- e. by the costs attributable to the event or situation covered by the clause, plus
- f. appropriate profit or fee, all as specified in the contract; or,
- g. by the price escalation clause.

(2) Submission of Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments.

#### **46. INFRINGEMENT INDEMNIFICATION**

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General and the MDE, which shall not be unreasonably withheld.

#### **47. FAILURE TO DELIVER**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the MDE, after due oral or written notice, may procure the services from other

sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDE may have.

**48. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER**

Failure by the MDE at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDE to enforce any provision at any time in accordance with its terms.

**49. EXCEPTIONS TO SOLICITATION**

Offerors taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

**50. EXPENSES INCURRED IN THE PROCUREMENT PROCESS**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**51. ENTIRE AGREEMENT**

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

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