

2025-2026 Bid Submission ADOPTION CALL FOR BIDS

HIGH-QUALITY INSTRUCTIONAL MATERIALS:

K-12 and Advanced Placement Science, K-12 Health and Physical Education and Career and Technical Education



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



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Section 1: Introduction and Overview

Instructional materials are vital tools that educators utilize in classrooms to improve student learning. It is essential for these materials to fully align with the Mississippi College- and Career-Readiness Standards (MCCRS) and to be of high quality, ensuring meaningful instructional support. While schools and districts can select instructional materials from the state-adopted list, the Mississippi Department of Education (MDE) strives to assist local decision-makers by providing yearly review results highlighting high-quality instructional materials from participating vendors.

CONTENT AREAS FOR THE 25-26 REVIEW CYCLE	
CONTENT AREAS	GRADE LEVELS
Science	K-12 and Advanced Placement
Health	K-12
Physical Education	K-12
Career and Technical Education	9-12

Materials submitted must meet specific criteria to be considered for the state-approved High-Quality Instructional Materials (HQIM) list. This list will serve Mississippi public, accredited non-public, 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 [High-Quality Instructional Materials Adoption webpage](#). 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 the publisher or vendor 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 or vendor intends to meet the specified service requirements.

A. SCOPE OF SERVICES

Publishers and vendors may select only one curriculum or instructional material for each course code or grade level. Only one bid should be submitted for materials spanning multiple grade levels within a single course code. However, if the material is aimed at a specific grade within the course code, publishers and vendors may submit bids for each relevant grade level, treating it as a single instructional material. If different publishers or vendors offer identical textbooks or materials, all must participate in the adoption process. Bids for instructional materials currently contracted in Mississippi or those with a copyright date of **2019** or earlier should not be submitted. 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](#)}.

B. CONTRACTOR QUALIFICATIONS REQUIRED

When publishers and vendors prepare to submit instructional materials for adoption, they must consult the relevant state standards. This guarantees that the offered textbooks are well-aligned with the curriculum requirements. You can locate the state standards on the [Mississippi College- and Career-Readiness Standards webpage](#) and the Career and Technical Education standards on the [Mississippi State University Research and Curriculum Unit webpage](#). The Advanced Placement standards are available on the [College Board website](#).

C. DELIVERABLES

In the 2025-2026 adoption process, all instructional materials proposed for state adoption will be reviewed to assess their alignment with course standards, rigor, and instructional differentiation.

Publishers and vendors must submit each instructional material individually, including details such as the copyright price, printing edition, and corresponding grade or subject area. Instructional materials in digital or virtual formats will also be eligible for review. Bids that do not adhere to this format will be disregarded.



What is the difference between ebooks and print textbooks with bid forms? There is no difference between e-books and print textbooks. If your company offers both options, they must appear on the pricing lists.



Will this textbook adoption accept digital or online-only instructional materials? Yes, we are interested in print and digital submissions that meet the requirements in the Bid Submission Packet.

As stated in [Miss. Code Ann. § 37-43-21](#) and [Miss. Code Ann. § 37-43-23](#), the publisher or vendor must price new instructional materials at or below the lowest price available anywhere in the United States, considering all applicable discounts.

The [Approved Course Codes for Mississippi Elementary and Secondary Schools](#) describe each course and provide the required course codes.

Committee	Instructional Category*	Format**
SCIENCE		
GR K-2	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
GR 3-5	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
GR 6-8	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Biology, AP Biology, Botany, Foundations of Biology, and Foundations of Science Literacy	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Chemistry, AP Chemistry, Physics, and AP Physics	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Earth and Space Science, Environmental Science, and AP Environmental Science, and Physical Science	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Genetics and Human A & P	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Marine and Aquatic Science I & II and Zoology I & II	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
HEALTH		
GR K-8	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)

GR 9-12	Comprehensive	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
PHYSICAL EDUCATION		
GR K-8	Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
GR 9-12	Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
CAREER AND TECHNICAL EDUCATION		
Art, Entertainment, and Design: Multimedia	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Healthcare and Human Services: Health Science, Healthcare and Clinical Services, and Sports Medicine	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Energy and Natural Resources: Energy	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)
Digital Technology: Unmanned Aircraft Systems	Comprehensive Complementary	Print/Digital Student and Teacher Textbooks with Ancillary Materials (manipulatives, centers/stations/hands-on activities, real-world projects, etc.)



Can we only submit one program in each category, as stated? Or can we submit multiple products for a program? You can enter one product per category. For example, you can only submit ONE curriculum or program for K-2 science.

*Instructional Category Terminology:

Comprehensive Materials: Student or teacher materials aligned with the MCCR Standards for specific courses or subjects (such as English Language Arts). These externally validated resources include challenging texts, complex problems, and assessments that build knowledge.

Complementary Materials: Materials for students or teachers aligned with the majority of MCCR Standards in a specific course or subject area (such as cursive handwriting) may include complex texts, knowledge-building activities, problems, and assessments.

****Format Category Terminology:**

Print Materials: The publisher or vendor must complete and upload **Appendix E: Form B for Print Materials**.

Digital Components: The State Textbook Rating Committee has adopted digital-based materials (e.g., assessments, multimedia, simulations, interactive presentations) to support teachers and students, aligning with the curriculum. Digital or virtual components will be evaluated using the same rubric as printed instructional materials. The publisher or vendor should complete and upload **Appendix F: Form M for Digital Materials**.

Ancillary Materials: Ancillary materials are resources that accompany core instructional materials to support teaching and learning. They are often designed to facilitate lesson planning, assessment, and classroom management for educators. Teacher's guides, answer keys, lesson plans, assessment tools, manipulative kits, and multimedia resources are examples of ancillary materials.



Should we complete a Form B or Form M for each product we apply for? Can we create a Form B or M packet with the one signature page? Can we staple Form B to the student book? And if our product includes digital, how do we submit Form M? You should complete a Form B or Form M coversheet with an attached table listing all the titles (print or digital). You will upload Form B and/or Form M to the ClassGather Vendor Portal. **PLEASE DO NOT ATTACH FORM B TO PRINTED MATERIALS.**

Section 3: Minimum Qualifications

1. The subsequent minimum qualifications are essential. Suppose the MDE determines that the publisher or vendor 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 publisher or vendor's responsibility to submit a complete bid packet by the submission deadline.
2. The publisher or vendor must deliver the items outlined in **Section 4**, which details the scope of services achieved.
3. The publisher or vendor 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. INTENT TO SUBMIT FORM

To plan effectively, the Intent to Submit Form (Appendix A) must be submitted by **2:00 PM CST on Friday, July 18, 2025**. Please send your notice via e-mail to IMPL@mdek12.org. Ensure that your intent to submit includes your organization's primary contact and their direct e-mail address. **Submitting the intent to submit does not commit the vendor to providing a bid.**

B. ADOPTION ORIENTATION

The MDE will host a virtual workshop on **Tuesday, July 22, 2025, at 1:00 p.m. CST** to assist potential publishers and vendors in understanding 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 [High-Quality Instructional Materials Adoption webpage](#).

C. QUESTIONS AND ANSWERS

Please submit questions to IMPL@mdek12.org by **Friday, July 25, 2025, at 2:00 PM CST** for a response from the MDE. Answers will be available on the [High-Quality Instructional Materials Adoption webpage](#) on **Tuesday, July 29, 2025**. Questions submitted after the deadline will not be answered. The publisher or vendor is responsible for regularly checking the website for updates and announcements related to this solicitation.

D. ACKNOWLEDGEMENT OF AMENDMENTS

The MDE reserves the right to modify this solicitation at any time. Any amendments made will be posted on the [High-Quality Instructional Materials Adoption webpage](#). Publishers and vendors 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 [High-Quality Instructional Materials Adoption webpage](#) for any updates to this solicitation.

E. COST OF BID PACKET PREPARATION

The publisher or vendor 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.

F. 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.

G. REGISTRATION WITH THE MISSISSIPPI SECRETARY OF STATE

By submitting a bid packet, the publisher or vendor 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.

H. DEBARMENT

By submitting a bid packet, the publisher or 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 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.

I. 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. RESTRICTIONS ON COMMUNICATIONS

No publisher or vendor, including their personnel, may contact MDE staff or State Textbook Rating Committee members regarding this solicitation except through the designated contact in the Questions and Answers Section if a publisher or vendor is found to have communicated with any MDE employee or State Textbook Rating Committee member outside the Office of Instructional Materials and Library Services about this solicitation. In that case, MDE reserves the right to disqualify the publisher or vendor from submitting a bid packet in response to this solicitation.



Who cannot be contacted during this time? May we have a list of the committee members we should not contact? You will not be able to communicate with me or the State Textbook Rating Committee members. A list will be posted on the [High-Quality Instructional Materials Adoption webpage](#).

B. DOCUMENT SUBMISSION REQUIREMENTS

All mandatory documents must be submitted via IMPL@mdek12.org. The bid packet should follow the required format specified in the section below. Publishers or vendors 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 will not be accepted.



Can you confirm that the bid package must be mailed (in hard copies)? No, the bid package should be uploaded through the ClassGather Vendor Portal. Please see the [High-Quality Instructional Materials Adoption webpage](#) for instructions.

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 or vendor presents all information in a way that is easy to reference and locate.

C. REQUIRED FORMAT

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

- ✓ Submission Cover Page (Appendix B)
- ✓ Pricing Options
 1. Each bid must specify the lowest net wholesale price for each item bid for purchase. During the bid or contract period, the publisher or vendor 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. ([Miss. Code Ann. § 37-43-23](#))
 2. For subscription packages or bundles, clearly state the duration included in the description. Enumerate all components offered with the student packages or bundles. Bundles or subscription packages **must** include the individual cost and bid information for each bundled item, including all options that provide one-year, two-year, three-year, four-year, **and** five-year print and digital access.
 3. Each component should feature a distinct ISBN or unique identifier, along with its corresponding price. Recurring items or consumables must be marked as **recurring**, indicating the years they recur.

NOTE: Special payment plans are unavailable. Districts must cover the cost of recurring subscriptions or consumables annually. Payments cannot be made for products that are not delivered.
 4. Each item must have a **unique** ISBN or identifier.
 5. Prices for all components must be provided to convey replacement cost details.
 6. Multiple iterations (such as online subscription licenses, formats of textbook series, versions, or combinations of print/digital and web-based instructional programs featuring duplicate content, supplementary materials, teacher resources, or presentation media) should be presented as pricing options for a singular title.
 7. If a program is selected, **all titles and iterations listed on the textbook bid form will be incorporated under the state adoption contract** (refer to Appendix H for the sample

contract). This does not include Academic Interventions and Curriculum-Based Professional Learning for K-12 English Language Arts and mathematics. These items will be part of separate bid submissions.



Can we add all the titles for a single category to the Price Listing? Each category should include all titles, formats, and ancillary materials. Each item must have either a separate ISBN or a unique identifier.

✓ Free Materials

1. Pricing lists **shall** include items that publishers and vendors wish to make free (e.g., ancillary materials, supplementary materials, and teacher editions) to school districts in Mississippi. Describe how the free materials will be packaged and delivered to schools (if applicable).
2. Free materials must be shipped directly to the school from the publisher or vendor; **the textbook depository will not ship them.**
3. The MDE reserves the right to reject this bid portion if the terms are not straightforwardly interpreted.
4. Publishers and vendors are **prohibited** from distributing or guaranteeing free materials not certified under the state adoption contract. **This restriction also includes providing discounts that do not align with the submitted pricing list.**
5. **No** modifications to the free materials list will be allowed once the bid deadline has passed.
6. Publishers and vendors **must** pay for the shipping of all free materials they provide
7. Publishers and vendors **must** supply all specified free materials by the terms outlined in the contracted price lists.
8. Examples of free materials: teacher guides, manipulative kits, or digital access.

RECOMMENDED FREE WITH ORDER RATIO		
Grade Level	Teacher	Students
Grade K	1	18
Grades 1-2	1	22
Grades 3-8	1	25
Grade 9-12 (Core)	1	50
Grade 9-12 (Elective)	1	35
Grade 9-12 (CTE)	1	25

✓ Other Required Documents

NOTE: Documents must be named to correspond with the required documents. Avoid uploading a document that contains only one file. **DO NOT ATTACH DOCUMENTS TO PRINT SAMPLES.**

1. The Features and Benefits brochure includes digital components, supplementary materials, and opportunities for professional learning. If applicable, include any relevant connections to the Science of Reading.
2. Free with Order brochure, if applicable. **This document must match the submitted price lists.**
3. Curriculum Scope and Sequence
4. Mississippi College- and Career-Readiness Standards correlation
5. Technology Supporting Document includes the Learning Management System (LMS) and its hardware and software capabilities.
 - a. The document should include the following information:
 - i. Thin Common Cartridge 1.3 – [IEDTECH Global Standards](#)
 - ii. School rostering
 - iii. PDF and/or ePUB format
 - iv. Alternative text (image), captions and subtitles (videos), read-alouds, and other accessibility functions
 - v. 508 compliant platform
 - vi. Privacy-data security specifications
 - vii. Browser and OS support
 - b. LMS is a generic term for platforms like Canvas, Google, and Schoology. A software platform designed to manage, deliver, and track educational courses, training programs, or learning and development initiatives. It provides educators with tools to create and organize content, manage student enrollments, track progress, assess performance, and facilitate communication between instructors and learners. LMSs often include discussion forums, assignment submissions, quizzes, grading, and reporting.
 - c. ClassGather offers customers access to their digital instructional materials through direct integrations with publisher platforms. As a [certified integration partner](#), ClassGather supports roster exchange with publishers via OneRoster (CSV or API) and SSO access via SAML, OAuth, or LTI. Through automated resource assignment, access to digital titles is provisioned at the time of purchase, so student and teacher access “just works” without additional content or integration configuration.
6. Digital Access to Student and Teacher Content will **remain available throughout the five-year contract period.**
 - a. **Demo Access** (required by all publishers or vendors): located on the ClassGather Adoptions Sample Site

- b. **Limited Access** (required by only English Language Arts, mathematics, science, and social studies): used by the Institute of Higher Learning teacher methods courses
 - c. **Full Access** (required by all publishers or vendors): used by the State Textbook Rating Committee members and the Mississippi Department of Education
7. Implementation Guide
 8. NOTE: State-adopted publishers and vendors will be asked to send high-resolution images of the textbooks to be added to the [Mississippi Instructional Materials Matter website](#) and the ClassGather online and print catalogs.



What form do we use to list the features and benefits? We have a list of materials needed for classroom implementation. Does that address the needs for the Features and Benefits document? This informative one-pager document outlines the key features and benefits that local adoption committees should consider to make the best decision for their students and teachers.



If the scope and sequence are presented in the textbook, do we still need to submit a separate copy of the scope and sequence? Is there a copy of the scope and sequence template? Please make a copy or have directions for the State Textbook Rating Committee to review the textbook. No template exists, but a clear and easy-to-read chart will suffice for the rating committee.



When completing our correlations, do we provide citations for just the main standard or both the standard and its sub-concepts? Are the correlations the same as scope and sequence? You can create a simple chart that illustrates how the product aligns with the MCCR Standards. The correlations are **NOT** the same as the scope and sequence.

✓ Presentation Video

1. Each publisher or vendor **shall be limited to one** (1) pre-recorded presentation for each State Textbook Rating Committee (i.e., math, social studies) to which textbooks have been submitted for adoption consideration.
2. The presentation **shall be limited to fifteen** (15) minutes for discussing the components of the core curriculum, ten (10) minutes for teacher support, and five (5) minutes for each additional item of material.
3. **No** presentations will be made to the State Textbook Rating Committee members individually.

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 or vendor 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 that is not presented according to the appropriate outline and in the correct location specified in these instructions.



We plan to submit bids in two categories within the same content area. Should we submit two (2) separate sets of bids in this case? These are two separate sets of bids, resulting from two distinct rating committees.

D. 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 or vendor {[Miss. Code Ann. §37-43-59](#)}.

No significant alterations to the content are allowed when a manuscript or galley is submitted for committee review. Only minor changes that do not compromise the compatibility of the textbooks may be made. The MDE reserves the right to review and approve any modifications to the title or content of textbooks, series, programs, or manuscripts before implementation.

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

- ✓ one (1) print and digital pupil edition,
- ✓ one (1) print and digital teacher edition,
- ✓ one (1) complete copy or set of ancillary materials,
- ✓ If applicable, special equipment or hardware may be required to review the product.

Throughout the contract, all supplied textbooks must be produced by or exceed the Manufacturing Standards and Specifications established by the National Association of State Textbook Administrators.

Every official examination copy should contain a label in the lower right corner displaying the following information (to align with the Bid Submission Packet information): Subject and Course, Course Code, Grade Level, Complete Title, Edition (Student/Teacher), Publisher, Copyright, and ISBN.

Subject and Course: Math/ Algebra I

Course Code: 270404

Grade Level: Grades 9-12

Complete Title: Algebra I

Edition: Student

Publisher: ABC Publisher

Copyright: 2024

ISBN: XXXXXXXXXXXXXXXX

SHIPPING INSTRUCTIONS ARE PROVIDED BELOW:

The official examination packet must be shipped, mailed, and received in a sealed box by **2:00 p.m. CST on Tuesday, August 19, 2025**.

The return address label must be visible on the exterior of the sealed shipping envelope or box and include the name of the individual or entity submitting the response. Failure to follow these instructions may result in the disqualification of the qualification response and render it ineligible for an award.

SHIP TO:

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

The publisher or vendor is solely responsible for submitting the proposal on time. Tracking sample packets is recommended by obtaining a signature from the MSDB mailroom staff and requesting a return receipt or notice with their signature. The only valid proof of receipt time at the MDE will be the time and date stamp from the MSDB mailroom staff on the proposal wrapper or any other documentation used by the mailroom to acknowledge receipt.

Packages delivered directly to the publisher, vendor, or their representative will **not** be opened or inspected. Additionally, any packages that arrive via shipping or mail without proper acceptance from the MSDB mailroom staff or that are recorded **after** the submission deadline will **not** be eligible for an award.

The MDE will **not** be responsible for delivery delays or lost packets. **All risks of late arrival due to unanticipated delays—whether caused by shipping or electronic transmission—are entirely the responsibility of the publisher or vendor.** The publisher or vendor shall be notified as soon as practicable if their bid packet is rejected, and the reason for the rejection.

Suppose a complete digital textbook or full access to the digital platform is not available. In that case, a hard copy of the student and teacher editions must be sent to each applicable state textbook rating committee member. The publisher or vendor must include paid return postage. The State Rating Textbook Committee members should receive the samples by the first day of the internal review period. The shipping addresses will be found on the [High-Quality Instructional Materials Adoption webpage](#).

E. TIMELINE OF EVENTS

ANNUAL DATES	TASKS
Tuesday, July 1 – Tuesday, July 15, 2025	Advertisement for the Call for Bids in the Clarion Ledger and on the Mississippi Instructional Materials Matter website .
Friday, July 18, 2025	Intent to Submit (Appendix A) is required to be emailed to Elizabeth Simmons at IMPL@mdek12.org .
Tuesday, July 22, 2025	Publisher Orientation Session (link will be posted on the Mississippi Instructional Materials Matter website).
Friday, July 25, 2025	Questions regarding bid procedures or standards alignment should be submitted through IMPL@mdek12.org .
Tuesday, July 29, 2025	Questions and Responses will be posted on the Mississippi Instructional Materials Matter website .
Tuesday, August 19, 2025	Textbook Bid Packages are due by 2:00 p.m. Refer to Section 4 of the Call for Bids for details on the required documents and print materials.
Monday, September 15 – Friday, September 19, 2025	State Textbook Rating Committees will meet to review materials. Print materials will need to be delivered to the State Textbook Rating Committee no later than Monday, September 15. Paid return postage should be included.
Tuesday, October 14, 2025	The anticipated date of the Notice of Intent to Award letters will be sent to publishers.
Thursday, December 18, 2025	Adoption results are presented to the SBE for final approval.
Thursday, December 18, 2025	Adopted titles will be posted on the Mississippi Instructional Materials Matter website .

Thursday, December 18, 2025	Districts will receive training on adopted titles, purchase protocols, and the in-person caravan timeline.
Monday, January 5, 2025	Contracts are sent to publishers or vendors for signature.
Thursday, January 8, 2026	Final pricing options are due to Ingram Education Services.
Monday, January 19, 2025	Contracts and bonds due from Publishers.
TBD	In-person caravan (more information to come)
Friday, February 13, 2026	Intent to Purchase due from districts.
Tuesday, February 17, 2026	Publishers will receive the results of the Intent to Purchase, and direct communication can start between vendors and districts.
Tuesday, April 1, 2026	The contract's effective start date and materials are available at the TN Book Company.

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

F. 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 correctly submitted bids. After conducting the compliance review and evaluating bids, the MDE may request necessary amendments from all publishers and vendors, 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, 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 that does not affect the bid price, give one party 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 or vendor 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.

G. DISPOSITION OF BIDS

The bid packet submitted by the successful publisher or vendor 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.

H. 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 or 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 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.

I. 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 or vendor is determined to be non-responsive.
8. The products or service item offered in the bid is unacceptable because it fails to meet the requirements of the specifications or permissible alternates, or other acceptable criteria outlined in the solicitation.
9. The bid is received late. Late bids shall be maintained unopened in the SharePoint portal.

10. The publisher, vendor, or representative emails the qualification response packet to an MDE staff member.
11. The publisher or vendor has filed for business bankruptcy, been implicated in fraud, and/or been debarred within the past seven (7) years.
12. The publisher or vendor did not perform prior MDE services in an honorable and/or proper manner.
13. The publisher or vendor is currently indebted to the State.
14. The publisher or vendor's objection to the Standard Terms and Conditions.
15. In-person delivery of the proposal by the publisher or vendor.

J. 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.

K. 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 or 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 or vendor impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

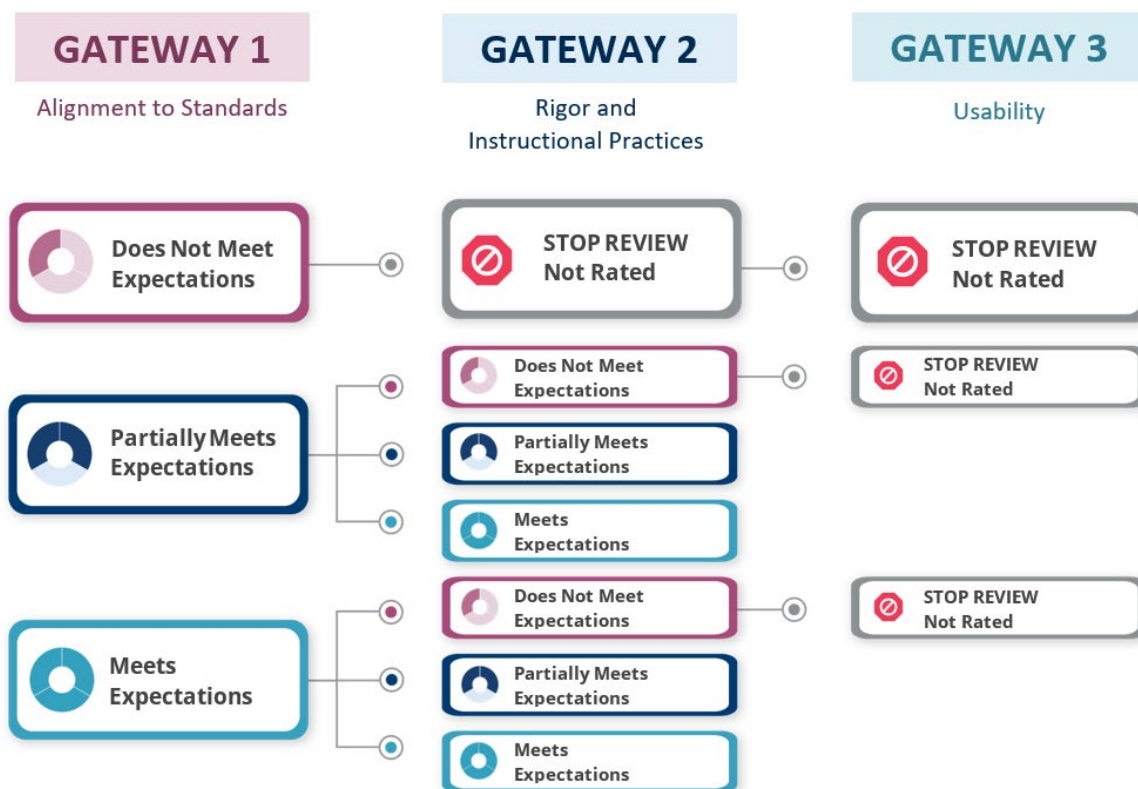
The evaluation process, including evaluation factors and weights, is described below:

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 Cover Sheet (Appendix B)
5. Bid Affidavit (Appendix C)
6. Pricing Options Form with Free Materials Options (Appendix D)
7. Form B for Print Materials (Appendix E) if applicable
8. Form M for Digital Materials (Appendix F) if applicable
9. All Other Required Items (Section 4.4)
10. Presentation Video (Section 4.5)

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 – In this phase of the evaluation process, the State Textbook Rating Committee will score bids to determine numerical scores for each qualified publisher or vendor. Numerical scores will be calculated based on the following criteria. Sample rubrics are available on the [High-Quality Instructional Materials Rubrics webpage](#). Evaluation factors are listed below in the order they appear in the rubric:



Rubric Components:

Each rubric is customized for a content area and grade band, with some commonalities. This rubric assesses the alignment of instructional materials with the Mississippi College- and Career-Readiness Standards (MCCRS) for a specific content area. The rubric includes key considerations for high-quality instructional materials and outlines three Gateways for evaluating materials. Within each Gateway are Criteria and related Indicators, along with guiding and key questions.

Rubric Key Terms:

- **Indicator:** Specific item(s) that reviewers look for in materials.
- **Criterion:** Combination of all the individual indicators for a single focus area.
- **Gateway:** An organizing feature of the evaluation rubric that combines criteria and prioritizes them for sequential review.

- Alignment Rating: The Degree to which materials meet expectations for alignment, including that all standards are present and treated with the appropriate depth to support students in learning the skills and knowledge they need to be ready for college and career.

Upon completion of Phase 2, the State Textbook Rating Committee's average score will determine the awarded publisher or vendor(s). The Office of Instructional Materials and Library Services will recommend to the SBE the proposal deemed most advantageous to the State and authorize the issuance of an Intent to Award contract notification to the selected vendor and contract negotiations with the chosen vendor, if applicable. After authorization by the Board, all participating publishers or vendors will be notified in writing of the contract award.

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 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, and completion and submission of all required documentation. Funding to eligible vendors is subject to the SBE approvals, if applicable.

A. 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

B. 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.

C. 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.

D. 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.

E. 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 textbook caravan, allowing school districts to evaluate and select high-quality instructional materials. This annual event includes presentations and resources encouraging collaboration with state-approved publishers and Ingram Education Services for textbook adoption. Publishers and vendors will receive the caravan guidelines and schedule after the presentation areas are designated. **Participating publishers and vendors are responsible for the costs of conducting the caravan. Participation in the caravan is not mandatory.**

Each district has a local adoption team comprising lead teachers, administrators, instructional coaches, the district textbook coordinator, and content specialists. The team participates in various presentations from different publishers, previews top-notch materials, and discusses their options as a team to hone their selections.

The HQIM caravan features tailored presentations for elementary, middle, and high school educators, ensuring that resources suit each grade level. Over two weeks, the caravan will visit eight locations, streamlining the textbook 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 materials at the caravan, districts will fill out a virtual survey to request further meetings with publishers or complete the ClassGather Intent to Adopt form.

Section 7: Frequently Asked Questions

A. BID SUBMISSION PACKET

1. **Are digital-only vendors required to fill out all forms?** All vendors and publishers participating must complete the necessary forms outlined in the Bid Submission Packet.

2. **Who is the designated local contact?** Certain vendors and publishers may have local representatives. If your company does, kindly include their names on the form.
3. **Do you need to fill out the Publisher Representative Form?** Yes, if you haven't already. This helps districts recognize each company's representative. For the form, please visit the [High-Quality Instructional Materials Adoption webpage](#).
4. **Is a bid packet required for each program a company submits?** You don't need to complete a packet for each content area. Instead, one packet per publisher is sufficient, but it must be clearly labeled to help the State Textbook Rating Committee members know which documents correspond to their specific committee. For instance, if you submit a packet for K-2 and 3-5 science, it should be labeled accordingly.
5. **Do you allow e-signatures or require a physical signature?** Digital signatures are permitted.
6. **Do labels need to include a subject category?** YES. Please refer to **pages 49-50** in the Textbook and Instructional Materials Administration Handbook on the [High-Quality Instructional Materials Adoption webpage](#).

B. STATE TEXTBOOK RATING COMMITTEE AND HQIM RUBRICS

1. **Will the instructional materials adoption page provide a list of reviewers for the textbook adoption?** Once the State Superintendent of Education and the Governor of Mississippi have reviewed and approved the State Textbook Rating Committee, a list will be posted on the [High-Quality Instructional Materials Adoption webpage](#).
2. **How many print copies (if any) will be required for the review? Are we required to submit digital materials for all titles and prints? Or is it acceptable to send reviewers prints only, without the digital materials?** There can be 5-7 print copies that need to be shipped out. The names and addresses will be listed on the [High-Quality Instructional Materials Adoption webpage](#). Previous State Textbook Rating Committees have preferred digital access over print copies.
3. **Do I need to complete the review rubric? If not, then what is it?** The rubrics are available for vendors and publishers to understand what the rating committees look for when reviewing the instructional materials. The review rubrics can help the publishers and vendors create the required documentation. Vendors or publishers are not required to complete the rubric.
4. **Is the 80% threshold a factor?** The original 80% threshold for standards is not part of the review process. The rubrics are on the [High-Quality Instructional Materials Rubrics webpage](#).

C. HQIM ADOPTION

1. **Does "digital only" include intervention and/or supplemental programs? Is digital defined as online resources or purely digital versions of printed textbooks? Are print copies required for products submitted digitally?** "Digital only" does not include intervention and/or supplemental programs. Digital can be defined as a digital resource or a digital version of a printed textbook. If the digital resource is a digital version of a print textbook, a print version must be submitted as part of the Official Submission packet. If the digital resource is a 100% digital product, the vendor/publisher must provide the documents listed in Section 4: Award of Contracts.

2. **Are publishers who submit digital curricula required to send hardware?** Only if the digital curriculum utilizes specialized hardware will it be effective.
3. **Does NIMAC or NIMAS apply to online-only products?** No, but highlight the accessibility features for students with vision or hearing disabilities.
4. **Can we submit materials on a rolling basis as they become available if the publisher or vendor does not submit them during the initial Bid Submission Packet? If so, what would be the period for us to submit additional materials?** The adoption is based on the price list in the Bid Submission Packet. The adoption cycle is every five years, with no mid-cycle evaluation unless an already adopted instructional material has an updated version that needs to be added to the state-adopted list.
5. **Will an appeal process exist if a publisher doesn't cut scores?** No, there is no appeal process. Publishers or vendors can complete the Public Records request to obtain score reports and committee comments. The request form can be found on the [Public Records Request webpage](#).
6. **Is there a textbook adoption schedule for our years (beyond this year's call)?** The upcoming adoption schedules are on the [High-Quality Instructional Materials Adoption webpage](#).

D. PRINT TEXTBOOK SAMPLES

1. **Can we submit examples of materials but not all the materials (i.e., a subset of lesson PowerPoint slides)? Are we required to submit digital materials for all titles and prints? Or is it acceptable to send reviewers prints only, without the digital materials?** No, based on [Miss. Code § 37-43-25](#) requires that specimen copies of all textbooks (print or digital) be housed at the Mississippi Department of Education for public inspection. PowerPoint slides or part of a lesson plan will not allow the State Textbook Rating Committee to ensure that the textbook or instructional materials meet the requirements in the content area rubric. See [pages 11-15](#) regarding the official examination submission requirements and the state textbook rating committee examination requirements.
2. **Will we need to note any changes to the program from what we submit to what will be implemented? Is a less-than-final format acceptable? If so, when are hardbound/final copies due to the state?** According to the Textbook Administration Handbook, if the finished textbook or instructional material is unavailable by [August 19](#), a publisher may submit a manuscript/galley proof as a PDF or ePUB file. **PLEASE DO NOT SEND A PRINT COPY OF THE MANUSCRIPT/GALLEY PROOF.** However, a bound official sample shall be filed with the Office of Instructional Materials and Library Services by [5:00 p.m. on Wednesday, December 18](#). Failure to meet this deadline will result in the textbooks being removed from consideration for adoption. When a manuscript/galley is submitted for review by the committee, no substantive changes may be made to the content. However, minimum changes may be made that do not affect the compatibility of textbooks. Still, the MDE reserves the right to review and grant permission before any change can be made.
3. **Are manipulative kits optional for submission? Are they considered ancillary materials?** Manipulative kits are considered ancillary materials and are not optional. A set of ancillary materials will need to be sent for each grade level. If you submit for K-8 math, please send a print student textbook, a print teacher book, and ancillary materials for grades K, 1, 2, 3, 4, 5,

7, and 8. You do not have to send ancillary materials to the State Textbook Rating Committee members.

4. **For manipulatives, the packaging and supplier of some materials may change depending on availability. Do the sample boxes need to resemble the adopted materials exactly?** No, but please note that the sample boxes do not reflect the final packaging due to supply chain constraints.

E. DIGITAL ACCESS

1. **When does the reviewer's access need to be live?** Full access for State Textbook Rating Committee members must be ready by **August 19**, as it is part of Phase I of the evaluation process. Failure to meet this deadline will result in the textbooks being removed from consideration for adoption.
2. **Is there a definition for "Limited" in the phrase "limited digital access"? Digital access states that it must be available for the duration of the contract, but the demo site indicates that it is intended for use with the digital caravan. Can that access be limited to the duration of the caravan?** All three digital accesses should be available for the contract's length.
 - a. The **Demo Access** will be located on the Adoptions Sample Site and will be used by districts during the agreement to help with local adoption. It should include basic information regarding the curriculum, teacher support, and other essential information.
 - b. The **Limited Access** for Institutes of Higher Learning will help pre-service teachers learn how to utilize high-quality instructional materials before beginning their first year of teaching. The Limited Access should allow Mississippi universities and colleges to use at least two complete units on the digital platform. Previously, vendors and publishers would have to provide complete classroom sets to each of the eight universities and colleges; however, adopted vendors and publishers now provide limited digital access.
 - c. The State Textbook Rating Committee and the Mississippi Department of Education will use the **Full Access**.
3. **How do we provide digital access to our platform in the application documents for the DOE? Do we send a username and password?** Typically, we send those to individuals so that they can create secure accounts. You must send a document with a generic username and password. If your platform requires individual logins, you can make seven generic usernames and passwords (e.g., username: reviewer one and password: mdereviewer1). Each username will be sent to the individual State Textbook Rating Committee members. The digital access needs to be uploaded to the Vendor Portal in ClassGather. The login should give reviewers access to student and teacher editions and digital ancillary materials.

F. VIDEO PRESENTATIONS

1. **Are we limited to one video for the presentation, or can we submit one for each title we present?** Each publisher or vendor will upload one pre-recorded presentation to the Vendor Portal in ClassGather for viewing by the State Textbook Rating Committee and use as part of the virtual caravan. The presentation should be limited to 15 minutes for presenting the curriculum components, 10 minutes for teacher support, and 5 minutes for additional

materials, totaling 30 minutes. You can send videos for each grade band if you have elementary, middle, and high school products. You can also submit a video per title if you have multiple titles within a grade band, such as AP Science. Please note that these videos will be used during the state review process and uploaded to the virtual caravan platform.

G. CONTRACT TERMS AND PRICING

1. **What has been the duration of adoption over the years?** Please refer to [page 51](#) of the Submission Bid Packet. In Part 1 of the Standard Terms and Conditions, the duration of adoption is five (5) years, with an option to renew for two (2) additional years on a one-year basis.
2. **What is the difference between the no-cost contract with the MDE versus contracted prices with districts?** Each vendor or publisher will sign a no-cost contract with the MDE, establishing a set price for the instructional materials sold by that vendor. Districts and schools will purchase the instructional materials based on the adoption catalog.
3. **Is attaining a Supplier # via MAGIC (digital/online materials only) required for the online curriculum platform? Is Paymode registration needed for the online curriculum platform?** The Mississippi Department of Education purchases adopted materials for accredited nonpublic schools. If the vendor is a new supplier and wishes to do business with the State of Mississippi, click here to register: [Vendor Services](#). The link below provides step-by-step instructions on registering or assisting the vendor in completing the registration process. The course will explain registering as a supplier for the State of Mississippi: [LOG800 Supplier Registration Course](#). Payment cannot be issued to new contractors until the supplier registration process is completed in MAGIC.
4. **Will third-party partnerships be accepted?** Partnerships with third parties are permitted ONLY if the third party signs the bid affidavit with the state-approved publisher or vendor.
5. **Should schools select curricula from the Textbook Adoption List, or can they adopt materials from outside?** Districts and schools have local control over purchasing instructional materials; however, state funds (Mississippi Student Funding Formula) should be spent only on state-adopted instructional materials ([Miss. Code Ann. § 37-43-31\(f\)](#)).
6. **Can we substitute a new one if we bid on our current edition? Would online platforms regularly adding new content, such as lesson plans, supporting student resources, and teacher guidance resources, be acceptable? Content is added twice a year, and user access is immediate.** See [page 54](#) in the [Textbook Handbook](#) for information. The SBE permits a publisher to substitute an updated copyright at any time after an adoption or during a contract period, provided the following conditions are met:
 - a. The substitution request is submitted in writing, accompanied by one copy of the revised student and teacher editions and a revised FORM B or FORM M, with no more than a 10% change.
 - b. The MDE will convene an internal review committee to review the request for substitution.
 - c. The textbook is compatible and may be used in the same classroom as the previous one, which has a different copyright.
 - d. There will be no unnecessary price increase in the contracted amount.

- e. Publishers retain the original (old) copyright in print for adoption and make the substitution (new) copyright available, allowing either copyright to be purchased and used flexibly by schools. Exceptions will occur in book-by-book situations, especially in Advanced Placement (AP) courses.
 - f. The new copyright must also include new teacher materials or resources or be compatible with the existing ones.
 - g. Substitution requests or extensions shall not be submitted within one year of contract expiration.
7. **As and when we define the price, should that be the cost of adoption for one year or multiple years? Our materials have numerous optional components. Should we list detailed pricing or suggest two or three popular bundles?** Bundles should include all components with unique identifiers, ISBNs, and prices. List all à la carte items, including their ISBN and price. Note 'RECURRING' next to items that recur annually. All subscriptions and bundles should offer options ranging from 1 to 5 years. Bundles or subscriptions should include all core or key materials, such as teachers' editions, student textbooks, workbooks, manipulatives, assessments, and instructional routines.
 8. **If we are awaiting a few new ISBNs for some new products and don't have them by the bid deadline, can we list 'TBA' for the ISBN, include the product title and price, and then update it once we receive the ISBNs?** Yes, all ISBNs and prices must be ready when signing the contract if adopted.
 9. **If we list a digital license, do we need to include "recurring" in the title? Our product is entirely digital, and pricing is based on the license length, ranging from 1 year to 2 years. We plan to list all our pricing options for each grade level. Each grade level will have its own ISBN, but do the ISBNs need to differ for each license length option?** You must list pricing options for licenses from 1 to 5 years. Each license should have a unique ISBN or identifier.
 10. **Is there a maximum per-student/year price limit set by the state or schools for instructional materials?** There is no maximum price limit per student/ year. However, review [page 47](#) in the [Textbook Handbook](#) regarding [Miss. Code Ann. § 37-43-23](#).

H. BONDS

1. **Is a bond required for digital-only instructional materials? What is a bond?** Publishers or vendors awarded contracts must obtain an adequate performance bond. The SBE sets the bond amount at \$2,500 (base price) plus \$500 for each title or grade level. This covers print materials, consumables, manipulative kits, and digital resources.
2. **If we submit three pricing options for grade 1, are these considered three titles regarding the bond?** No, pricing options are not the same as titles. The title is "ABC Math," but pricing options include the Gold and Silver bundles.
3. **We are submitting reports for four grade levels. Based on the instructions below, what is the amount of our bond?** The bond the State Board of Education has fixed is \$2,500 plus \$500 for each title or grade level. If the textbook or instructional material is grade-level specific within a category, publishers can submit the textbook or instructional material for bid in each grade level per category, and the textbook or instructional material will be considered as one textbook or instructional material.

4. **When is the bond due?** Contracts and bonds are required within ten business days after being sent by the Office of Instructional Materials and Library Services.
5. **Please confirm whether the bond can be executed with our own insurance company or if it must be executed with the Mississippi Insurance Department.** The bond must be executed with an insurance company approved by the Mississippi Insurance Department (www.mid.ms.gov/mississippi-insurance-department/licensing-search).

I. DEPOSITORY

1. **Is the depository required or optional?** It is required. See Part 6 in the Standard Terms and Conditions ([page 51](#) of the Bid Submission Packet document). “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 the demands of the MDE promptly.” A signed contract and an initial stock should be in place with Ingram Education Services (TN Book Company) by [April 1st](#).
2. **What is the setup process for publishers with the Ingram Education Services?** Publishers must sign a contract with the regional depository listed in the bid package if one is not already in place. Once the contract is finalized, the depository can set up your account for district ordering. After reviewing the contract, please contact Kellie Dumas (kellie.dumas@ingramcontent.com) if you have any questions or need further clarification.
3. **How does the Ingram Education Services work with digital materials?** The depository handles digital material orders and provides daily email reports to publishers. This report features the district name, purchase order number, ISBN or identifying number, and the district's email address. This notification allows the publisher to start the integration process with the district.
4. **Will the depository return a separate shipping fee to customers upfront or on an annual basis? If yes, what is the rate?** The depository has a predetermined shipping fee as part of its contract with the Mississippi Department of Education. Each order will include a shipping fee.

J. ANNUAL CARAVAN

1. **Does Section B indicate that publishers are prohibited from bringing samples to local district presentations? Does it imply that we can only send samples to those districts identified in the Intent to Adopt report? Will school district points of contact be required to return materials at their own expense?** Samples cannot be sent to districts or schools until approval of adoption is received. If you send samples to districts or schools, they are required to return them at their own expense before the end of the school year. Additionally, the Intent to Adopt form will not provide district contact information.
2. **Will the Tennessee depository ship samples for an in-person meeting with a school or district?** No, vendors and publishers must bring their samples.

K. INTENT TO ADOPT

1. **Will publishers receive the Intent to Adopt report as indicated in the Handbook?** Districts are due to submit the **Intent to Adopt form by the second Friday of February**. The results will be emailed to each adopted vendor, along with a copy of the signed contract.

L. MS INSTRUCTIONAL MATERIALS MATTER WEBSITE

1. **If a vendor is not accepted, do you publish who DIDN'T make the list? Are the publisher's scores and reviews made public?** Only the adopted publishers or vendors will be posted on the [Mississippi Instructional Materials Matter website](#). Score reports will be made available for those materials that were adopted. The reports list the breakdown of scores and comments from the State Textbook Rating Committee.

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INTENT TO SUBMIT FORM**ATTACHMENT A**

2025

Failure to submit this form will not prevent High-Quality Instructional Materials vendors from submitting bid(s). **Please complete by Friday, July 18, 2025, by 2:00 p.m. (CST).** The company is responsible for notifying the Office of Instructional Materials and Library Media if changes occur. **Send the completed Attachment A to IMPL@mdek12.org.**

PUBLISHER INFORMATION: Please type information.			
Official Company Name			
Contact Person		Position	
Address			
Telephone Number		Fax Number	
Email Address		Website	
HQIM RATING COMMITTEES: Indicate the content area and grade level for each area in which the company intends to submit.			
Content Area	Grade Level	Instructional Category	Format
<input type="checkbox"/> Elementary Science	<input type="checkbox"/> GR K-2 <input type="checkbox"/> GR 3-5 <input type="checkbox"/> GR 6-8	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> Secondary Science	<input type="checkbox"/> Biology <input type="checkbox"/> Chemistry <input type="checkbox"/> Earth and Space Science <input type="checkbox"/> Environmental Science <input type="checkbox"/> Foundations of Biology <input type="checkbox"/> Foundations of Science Literacy <input type="checkbox"/> Genetics <input type="checkbox"/> Human Anatomy and Physiology <input type="checkbox"/> Marine and Aquatic Science I and II <input type="checkbox"/> Physical Science <input type="checkbox"/> Physics <input type="checkbox"/> Zoology I and II	<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> Advanced Placement Science	<input type="checkbox"/> AP Biology <input type="checkbox"/> AP Chemistry <input type="checkbox"/> AP Environmental Science <input type="checkbox"/> AP Physics	<input type="checkbox"/> Comprehensive	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> Physical Education	<input type="checkbox"/> GR K-8 <input type="checkbox"/> GR 9-12	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials

<input type="checkbox"/> Health	<input type="checkbox"/> GR K-8 <input type="checkbox"/> GR 9-12	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> CTE: Arts, Entertainment, and Design	<input type="checkbox"/> Multimedia	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> CTE: Healthcare and Human Services	<input type="checkbox"/> Health Science <input type="checkbox"/> Healthcare and Clinical Services <input type="checkbox"/> Sports Medicine	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> CTE: Energy and Natural Resources	<input type="checkbox"/> Energy Phase 2	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials
<input type="checkbox"/> CTE: Digital Technology	<input type="checkbox"/> Unmanned Aircraft Systems	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	<input type="checkbox"/> Print or Digital Student and Teacher Resources with Ancillary Materials

Indicate the person who should be the signatory on the contract:

Name		Title	
Telephone Number		E-mail Address	

Indicate the person who should receive correspondence regarding bids and contracts:

Name		Title	
Telephone Number		E-mail Address	

Indicate the person who should receive correspondence regarding vendor portal access and samples:

Name		Title	
Telephone Number		E-mail Address	

Indicate the person who should receive correspondence regarding NIMAS files:

Name		Title	
Telephone Number		E-mail Address	

Indicate Mississippi's state/local representative(s): Add rows as necessary.

Name		Title	
Telephone Number		E-mail Address	

*National Instructional Materials Accessibility Standard

SUBMISSION COVER PAGE

ATTACHMENT B



2025

Please complete by Tuesday, August 19, 2025, by 2:00 p.m. (CST). The company is responsible for notifying the Office of Instructional Materials and Library Media of any changes that occur. Send the completed Attachment B to IMPL@mdek12.org.

IMPORTANT NOTE: Please type the information.

Bids must be submitted as directed in the ***Bid Submission Requirements*** on or before the submission deadline specified in the solicitation. Please complete a separate cover page for each adoption submission.

PUBLISHER INFORMATION:

Publisher			
Contact Person		Title	
Address			
Email Address		Website	

PURCHASING QUESTIONS:

Are you currently registered as a Supplier in MAGIC?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you able to secure a bond if adopted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently registered with PayMode?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a contract with Ingram Education Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

CURRICULUM INFORMATION:

Content Area		
Grade Level/Course		
Instructional Format	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Complementary	
Format	<input type="checkbox"/> Print <input type="checkbox"/> Digital	

PHASE 1 REQUIRED DELIVERABLES

Deliverable	Appendix	Document Title
<input type="checkbox"/> Bid Affidavit	Appendix C	Bid Affidavit
<input type="checkbox"/> Form B for Print Materials	Appendix E	Form B
<input type="checkbox"/> Form M for Digital Materials	Appendix F	Form M
<input type="checkbox"/> Features and Benefits brochure		Features and Benefits
<input type="checkbox"/> Free with Order Brochure		Free with Order
<input type="checkbox"/> Curriculum Scope and Sequence		Scope and Sequence
<input type="checkbox"/> MCCR Standards Correlation		MCCRS Correlation
<input type="checkbox"/> Technology Support Document		Technology Support

<input type="checkbox"/> Demo Site Access		Demo Access
<input type="checkbox"/> Limited Core Access		Limited Access
<input type="checkbox"/> Full MDE Access		Full Access
<input type="checkbox"/> Implementation Guide		Implementation Guide
<input type="checkbox"/> Presentation Video		Presentation Video
<p>By signing below, the Company Representative certifies that he/she has the authority to bind the company, and further acknowledges and authorizes the statements below on behalf of the company:</p>		
<ul style="list-style-type: none"> • That the publisher or 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 or vendor indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Publisher or 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 or 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. 		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Authorized Signature</i></p> </div> <div style="width: 45%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p><i>Date</i></p> </div> </div>		

SUBMISSION BID AFFIDAVIT

ATTACHMENT C

_____ (Authorized Agent), having been duly sworn, declares that he/she holds the position of _____ (Title of Position) and that _____ (Name of Publisher) is not, directly or indirectly, affiliated with any other publisher, firm, or corporation that has submitted books/materials and bids to the State Board of Education of Mississippi concerning this adoption. To the best of his/her 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, firm, or corporation that has submitted a bid to this Board, except as noted below. Additionally, _____ (Name of Publisher) 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 publisher/vendor agrees that after **April 1, 2026**, if it offers lower net wholesale or net wholesale exchange prices (the most favored purchaser price) to any state, city, school, county, dealer, or purchaser, corresponding reductions will also apply to the net wholesale and net wholesale exchange prices in this bid. Furthermore, the publisher agrees that any reductions in the official list or catalog prices during the contract period will be reflected in the prices listed in this bid. ([Miss. Code Ann. § 37-43-23](#))

If the publisher chooses to provide extra materials or services in this bid- such as teachers' editions, resources (both print and digital), or in-service training- at no charge to any school districts in Mississippi adopting their instructional materials, they must complete the **Free Materials** section in the **Pricing Options of the Submission Bid Packet**, specifying the terms and costs associated with these offerings.

The publisher/vendor acknowledges that the leading publisher/vendor, _____ (Name of Publisher), and involved third parties, _____ (Additional Publisher/Vendor), 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 publisher/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 Contractor commit to abiding by the directives outlined in [Miss. Code Ann. § 37-11-81](#).

In witness whereas the publisher 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 _____

FORM B FOR PRINT MATERIALS

ATTACHMENT E



2025

Please complete by **Tuesday, August 19, 2025, by 2:00 p.m. (CST)**. One copy of this form, signed by an official of the Publishing Company submitting books for adoption, must be sent to IMPL@mdek12.org.

IMPORTANT NOTE: Please type the 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: Sewn 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 samples of materials used in this publication to the State for appropriate testing when requested.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

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FORM M FOR DIGITAL MATERIALS

ATTACHMENT F

Please complete by **Tuesday, August 19, 2025, by 2:00 p.m. (CST)**. One copy of this form, signed by an official of the Publishing Company submitting books for adoption, must be sent to IMPL@mdek12.org.

IMPORTANT NOTE: Please print or type the 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 samples of materials used in this publication to the State for appropriate testing when requested.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

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TEXTBOOK BOND FORM

ATTACHMENT G

NOTE: Please do not complete until an official copy is sent along with the state-adopted textbook contract.

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 TEXTBOOK CONTRACT

ATTACHMENT H

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. **NOTE: CTE contracts will be for two years only.**

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 also all monies paid out for such book or books and also forfeit said books to the 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. UPDATE: 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 instructional materials 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 instructional materials 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 instructional materials 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. The MDE will not be liable for any obligations incurred by the local school districts. 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 [April 1, 2026](#). That the said Company/Publisher will provide public digital access to the adopted instructional materials to be included on the review site.

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. UPDATED: 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 books that are reused annually.

9. TEXTBOOK AGENTS

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. 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.

11. 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 also all monies paid out for such book or books and also forfeit said books to the Department.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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).

29. 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.

30. ASSIGNED COPYRIGHT

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

31. 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.

32. 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.*

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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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INGRAM EDUCATION SERVICES CONTRACT

ATTACHMENT I



This Depository Agreement (“**Agreement**”) made and entered into this XX day of month, 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 returns 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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MISSISSIPPI
DEPARTMENT OF
EDUCATION