

# SUBMISSION BID AFFIDAVIT

## ATTACHMENT C



2026

\_\_\_\_\_ (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, 2027**, 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. These changes must be approved by the Office of Instructional Materials and Library Services prior to **November 19, 2026**. ([Miss. Code Ann. § 37-43-23](#))

The publisher/vendor agrees that no revised edition, updated copyright, new version, enhanced digital platform, or substantially modified instructional material included in this adoption may be marketed, sold, substituted, or otherwise provided to Mississippi school districts as part of the adopted program without prior approval through the Mississippi instructional materials substitution process. Any proposed revision must be submitted to the Office of Instructional Materials and Library Services in accordance with established substitution procedures and timelines. Additionally, the publisher/vendor shall not offer, sell, or enter into any agreement for digital licenses, subscriptions, access agreements, or other recurring services that extend beyond the contracted adoption period approved by the Mississippi Board of Education. All subscription terms, renewals, and access periods must align with the state-approved adoption cycle and contract period unless expressly authorized in writing by the Office of Instructional Materials and Library Services.

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. Quotes from publishers or vendors must match the catalog listings on the Mississippi Instructional Materials Matter website. Non-adopted materials or services cannot be purchased using the Mississippi State Funding Formula. ([Miss. Code Ann. § 37-43-23](#))

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 \_\_\_\_\_, 2026.

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

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

Title \_\_\_\_\_

Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

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