# **2018-2019 Textbook Adoption Call for Bids**

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**Mississippi Department of Education**

**Office of Textbooks, Procurement and Adoption**

**1252 Eastover Dr., Suite 301**

**Jackson, MS 39211**

**Contact: Chauncey Spears**

**Telephone: (601) 984-8273**

**FAX: (601) 984-8275**

**October 22, 2018**

## Introduction

The Mississippi Department of Education (MDE) through the Office of Textbooks, is issuing a call for bids on **October 22, 2018**, for the adoption of textbooks in the areas of Math and Social Studies. Materials submitted must meet specific criteria to be selected for placement on the Textbook Adoption List that will be used by public, accredited non-public, and special state schools and students in the state of Mississippi. This list will be published on the MDE website.

## General Instructions

1. **Intent to Submit Bid Form**

The Intent to Submit Bid Form (Attachment A) is requested to be submitted and received no later than **November 9, 2018, by 5:00 p.m. Central Time.** Failure to submit this form will not prevent publishers from submitting bids in response to the Call for Bids. This form should be sent to:

Chauncey Spears

Mississippi Department of Education

Office of Textbooks

1252 Eastover Dr. Suite 301

#### Jackson, MS 39211

#### E-MAIL: [crspears@mdek12.org](mailto:crspears@mdek12.org%20)

PHONE: (601)-984-8273

FAX: (601)-984-8275

1. **Call for Bids Textbook Adoption Committee and Instructional Categories\***

In accordance with state law, the evaluation and rating process is conducted by rating committees. Each rating committee consists of at least seven members. Each committee member may recommend up to eight **TEXTBOOKS/SERIES/INSTRUCTIONAL PROGRAMS** per category or grade level. The number and categories of the committees are subject to change.

The names of the committees and instructional categories\* for review and subsequent rating are as follows:

**2018-2019 ADOPTION CALL (Math)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 1 | Math | Grades K-5 |

**2018-2019 ADOPTION CALL (Math)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 2 | Math | Grades 6-8 |

**2018-2019 ADOPTION CALL (Math)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 3 | Math | Algebra Committee:Foundations of Algebra, Algebra I |

**2018-2019 ADOPTION CALL (Math)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 4 | Math | Geometry Committee:Geometry |

**2018-2019 ADOPTION CALL (Math)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 5 | Math | Upper Level Math Committee: Algebra II, Algebra III, Advanced Math Plus, Calculus, All AP Titles |

**2018-2019 ADOPTION CALL (Social Studies)**

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| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 6 | Social Studies | Grades K-5 |

**2018-2019 ADOPTION CALL (Social Studies)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 7 | Social Studies | Grades 6-8 |

**2018-2019 ADOPTION CALL (Social Studies)**

|  |  |  |
| --- | --- | --- |
| COMMITTEE NUMBER | NAME OF COMMITTEE | INSTRUCTIONAL CATEGORY |
| 8 | Social Studies | Grades 9-12 and All AP Titles |

\*The materials submitted maybe aligned to individual grade levels or the entire grade band being reviewed by the committee.

1. **State Standards**

As publishers/vendors make decisions regarding the submission of textbooks/instructional materials for consideration for adoption, the appropriate state standards should be consulted to ensure that the textbooks being bid properly match the curriculum requirements. The 2016 Mississippi College and Career Readiness Standards for Math are available online at http://www.mdek12.org/ese/ccr-for-teacher.The 2018 College and Career Readiness Standards for Social Studies are available on line at <http://www.mdek12.org/secondaryeducation/socialstudies>.

### Questions regarding the Mississippi College and Career-Readiness (CCR) Standards for Math (2016) may be directed to:

### Dr. Marla Davis, Bureau Director

### Office of Secondary Education

Mississippi Department of Education

### 359 North West Street

P.O. Box 771

Jackson, MS 39205-0771

E-mail: [mdavis@mdek12.org](mailto:mdavis@mdek12.org)

Phone: (601) 359-3461

Fax: (601) 359-2040

### Questions regarding the 2018 College and Career-Readiness Standards for Social Studies may be directed to:

### Jennifer Nance, Office Director

### Office of Secondary Education

Mississippi Department of Education

### 359 North West Street

P.O. Box 771

Jackson, MS 39205-0771

E-mail: [jennifer.nance@mdek12.org](mailto:jennifer.nance@mdek12.org)

Phone: (601) 359-3461

Fax: (601) 359-2040

*Note: Written questions concerning bid procedures should be submitted to Chauncey Spears at* [*crspears@mdek12.org*](mailto:crspears@mdek12.org)*. Questions for Mr. Spears, Dr. Davis and Ms. Nance must be submitted by Tuesday, November 6, 2018, at 5:00 p.m. Copies of all questions submitted and the responses will be posted to MDE’s Textbooks website at http://www.mdek12.org/OAE/OEER/TextbookAdoptionProcurement and will be available to the general public by Thursday, November 8, 2018.*

1. **Textbook Program/ Instructional Materials Review**

#### Beginning with the 2018-2019 Textbook Adoption, all textbook/program materials submitted for consideration for state adoption will be subject to a review for course standards alignment, rigor, and instructional differentiability. Sample rubrics will be available on the MDE Textbook Procurement website.

Though there are no new College and Career Readiness Standards for Math, **a pre-review of the instructional materials for math submitted through this bid will be conducted by a review committee selected by personnel with the Mississippi Department of Education**. The pre-review committee will be separate from the official adoption committee that will be selected according to MS Code 37-43-2. The pre-review will be based on standards alignment and rigor, assessments and usability as outlined in a MDE developed review rubric. The results of the pre-review will be submitted to the official adoption committees to use during the formal adoption review. Publishers will also have opportunity to respond to the pre-review and submit those responses to the official adoption review committees. *There will not be a pre-review of the Social Studies materials submitted via the bid process.* Carefully adhere to the Textbook Publisher’s Calendar of Adoption at the end of this Invitation for Bids.

#### **Management Responsibilities**

**Personnel and Administration**

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities thereunder. The publisher will identify one person who will be responsible for all activities required to fulfill said textbook adoption bid. This individual will be invested with the authority to make decisions and commitments on behalf of the publishing company during the performance of the textbook adoption bid cycle and contract period. For the purposes of this call for bids, this person will be known as the Textbook Adoption Manager.

The MDE will also designate one representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the adoption cycle contract period.

**Textbook Bonds**

Publishers **must** make and execute a good and sufficient bond (executed in triplicate, Mississippi Code Annotated 37-43-25) payable to the State of Mississippi with a surety thereon. The amount of said bond as fixed by the State Board of Education is $2500 PLUS $500 for each *title* or *grade level*. Publishers/vendors are required to provide a letter ensuring that the company can secure a textbook bond with the Mississippi Insurance Department no later than January 11, 2019 of the adoption year. If a textbook bond cannot be secured, the textbook bid will be voided.

**Format and Procedures for Delivery of Textbook Bids**

The official bid packet and the electronic bid form(s), the textbook law, textbook adoption handbook, a list of textbooks to be adopted, and all other information necessary for the proper submission of bids, must be obtained at <http://www.mdek12.org/OAE/OEER/TextbookAdoptionProcurement> . If there is difficulty obtaining the packet and forms, contact the Textbook Office at 601-984-8273. The Textbook Bid Package shall consist of three (3) parts.

**Part I is the Textbook Bid Submission Cover Sheet** (Attachment B) which shall serve as the cover page of the publisher’s bid. The publisher shall complete the Textbook Bid Submission Cover Sheet and attach to the textbook bid(s) in response to the Call for Bids.

**Part II is the Textbook Bid Form(s)** (Attachment C) which **must** list the title of the pupil edition and teacher edition in the Excel format file in **CAPITAL LETTERS, TIMES NEW ROMAN FONT, SIZE 10, AND BOLD PRINT**. Ancillary materials must be listed in regular case, Times New Roman font, size 9, unbold and printed under the product. Note: Do not submit multiple formats of the same title as separate titles on this form. Multiple iterations include various online subscription licenses, textbook series formats, versions, and or print/digital combinations, or web based instructional programs that have the same course content, ancillary materials, teacher resources, or presentation media. *Those iterations should be submitted as pricing options for a single title.* A pricing options form will be available on the textbook website. If a program is adopted, **ALL titles and iterations entered on both the Textbook Bid Form and the pricing options form will be included under the state adoption contract** (see Part 4 of the sample contract at the end of this Call for Bids).

**Part III is the Statement of Free Materials Form** (Attachment D). Publishers/vendors that wish to make free materials (e.g., correlation, ancillary materials, supplementary materials) available to school districts in Mississippi must state their intentions to do so on the STATEMENT OF FREE MATERIALS FORM. The conditions under which these materials will be available to the schools must be clearly stated on the STATEMENT OF FREE MATERIALS FORM. If publishers have electronic items that are available in audiocassette, CD ROM, DVD, or electronic format, they may offer the different formats so that districts may select the preferred format. MDE reserves the right to reject this portion of the bid if terms are not easily interpreted. Publishers/vendors **will not be** permitted to give away or promise free material not certified on the BID FORM. No changes in the free materials list will be permitted after the bid’s due date. All free material provided by publishers/vendors, **EXCEPT TEACHER EDITIONS**, must be shipped at publishers/vendors' expense. **PUBLISHERS/VENDORS WILL BE REQUIRED TO PROVIDE ALL LISTED FREE MATERIAL IN ACCORDANCE WITH THE TERMS AND CONDITIONS INCLUDED ON THE STATEMENT OF FREE MATERIALS FORM.** Publishers/vendors who bid free material to be given per student textbook every year for the life of the contract should remember that some schools have 4x4 block schedules. In this case, the free material must be given to the school each time they teach the course.

Bidders will quote their lowest net wholesale price, according to the provisions and under the conditions set forth in Section 37-43-23 of the Mississippi Code of 1972, Annotated.  **Publishers may only bid one textbook/program in each category**. Categories have multiple grade levels. If a book/program covers multiple grade levels within a category, please bid that textbook/program once (only send in one bid for that textbook/program). If the textbook/program is grade level specific *within* a category, publishers can submit the textbook/program for bid in each grade level per category and the textbook/program will be considered as “one” textbook/program. Textbooks currently under contract in Mississippi should not be bid. Do not bid a textbook that was adopted in Mississippi since 2012. Do not bid a textbook with a copyright date of 2013 or earlier.

Publishers must list each textbook/program separately, along with the copyright price, printing edition, and grade/subject area to be considered for adoption. Bids not following the format will not be considered.

No changes will be made in the submitted *Intent to Bid* form after the November 9, 2018 deadline. When a manuscript/galley is submitted for review by the committee, **no substantive** **changes** may be made in the content. (Minimum changes may be made that do not affect the compatibility of the textbooks.) MDE reserves the right to review and grant permission before any change can be made in the title or in the content of the textbooks, series, program or manuscript.

If a textbook being bid is a consumable, please indicate adjacent to the title on the bid form.

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

Refer to pages 47-50 of the Textbook Adoption Handbook Rules and Regulations to obtain pertinent official textbook bid information.

**Procedures for Delivery of Bids**

Submit one textbook bid package which shall include (A) three (3) copies of all worksheets contained in the Excel workbook file which includes the Textbook Bid Submission Cover Sheet with signature and date, Textbook Bid Form, the Pricing Options Form and Statement of Free Materials Form for each bid item and (B) and two (2) electronic copies of all bid worksheets contained in the Excel workbook file (1 in a PDF format and 1 in an Excel Workbook format) e-mailed to crspears@mdek12.org. The PDF File will be uploaded to a Textbook Bid SharePoint Site that will be publically accessible. The completed textbook bid package must be received on or before **November 16, 2018**, by 5:00 p.m. Central Time.

Bids should be submitted to the following address based upon the delivery method used:

Hand delivered to:

Monique Corley, Director

Office of Procurement

Mississippi Department of Education

Mississippi Official Textbook Adoption Bid Package

Central High School, Suite 307

359 North West Street

Jackson, MS

**(DO NOT OPEN)**

Mailed to:

Monique Corley, Director

Office of Procurement

Mississippi Department of Education

Mississippi Official Textbook Adoption Bid Package

P. O. Box 771

Jackson, MS 39205-0771

**(DO NOT OPEN)**

Shipped to:

(FedEx, UPS, etc.)

Monique Corley, Director

Office of Procurement

Mississippi Department of Education

Mississippi Official Textbook Adoption Bid Package

359 North West Street

Jackson, MS 39201

**(DO NOT OPEN)**

At the time specified above, the sealed bids will be date-stamped and recorded. The parties submitting bids are responsible for ensuring that the sealed bid package is delivered by the required time and assume all risks of delivery. The bid must be signed by an authorized official to bind the offers/bids to the provisions of the bids.

Bids and modifications thereof received after the time set for receipt will be considered late and will not be considered for inclusion. Bids transmitted by facsimile **will** be accepted, but not considered.

**Delivery of the Official Examination Copy**

**All publishers for submitting materials for consideration Math and Social Studies must submit nine (9) official examination copies by 5 p.m. on November 16, 2018. There will be a Math materials pre-review.** All examination copies shall include the **(1)** **a pupil edition, (2) a teacher edition, (3) features and benefits page for each book/series (4) Free with Order Brochure, (5) packing slip of samples, and (6) Special equipment or hardware needed to review products, if applicable.** Do not package or bundle any products with the pupil and teacher edition. If publishers are using a special type of package for the product, a description must be in the bid. All textbooks furnished under the contract shall, at all times, during the existence of, be manufactured equal to, or in excess of, the Manufacturing Standards and Specifications for Textbooks established by the National Association of State Textbook Administrators. **One (1)** set of the official examination copy should be sent to the Textbook Office, 1252 Eastover Dr., Suite 301 Jackson, MS 39211. **Nine (9)** sets of the official examination copy must be sent for the committee and **fourteen** **(14)** sets of sample copies (sample copies may contain digital versions of textbooks) for display in the university libraries should be sent to School Book Supply Company, 4365 Michael Avalon Drive, Jackson, Mississippi 39209-2633. Refer to page 30 of the Textbook Adoption Handbook to obtain pertinent official examination copy information.

**Disposition of Textbook Adoption Bids and Official Examination Copies**

All submitted Textbook Adoption Bids and Official Examination Copies become the property of the MDE and will not be returned to the offeror.

**Acceptance of Bid(s)**

The Department reserves the right, in its sole discretion, to waive minor irregularities in bid(s). A minor irregularity is a variation of the bid(s) which does not affect the price of the proposal, gives one party an advantage, benefits not enjoyed by other parties, or adversely impact the interest of the Department. Waivers, when granted, shall in no way modify the bid requirements or excuse the party from full compliance with the bid(s) specifications and other requirements if the party is included on the approved Vendor List.

**Rejection of Bid(s)**

Any bid will be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review Board regulations. Reasons for rejecting a bid include, but are not limited to:

1. The bid contains unauthorized amendments to the requirements of the bid(s).
2. The bid is conditional.
3. The bid is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
4. The bid is not signed by an authorized representative of the party.
5. The bid contains false or misleading statements or references.
6. The bid is determined to be non-responsible.
7. The bid ultimately fails to meet the announced requirements of the State in some material aspect.
8. The bid is not responsive.

9. The products or service items offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the bid(s).

**Conditions of Solicitation**

The release of the bid does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party. The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria. The final decision to execute a contract with any party rests solely with the MDE.

The offeror shall assure compliance with the following conditions of solicitation:

1. Any bid submitted in response to the Call for Bids shall be in writing.
2. The MDE will not be liable for any costs associated with the preparation of bid or negotiations of contract incurred by any party.
3. Inclusion on Vendor List for any bid submitted for approval by the State Board of Education is contingent upon the following:
4. Favorable evaluation of the bid
5. Approval of the bid by the MDE Office of Elementary Education and Reading
6. Successful negotiation of any changes to the bid as required by MDE
7. State Board of Education approval
8. Public Procurement Review Board Approval
9. **Letter ensuring that the company can secure a textbook bond with the Mississippi Insurance Department**
10. Likewise, the MDE also reserves the right to accept any bid as submitted for inclusion, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to submit their most favorable terms initially. Discussions may be conducted with offerors who submit bid(s) determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but bid(s) may be accepted without such discussions.
11. Contracted parties will be required to assume full responsibility for all specified products and services and may subcontract only as specified in the bid(s).
12. Offerors may designate those portions of the bid(s) which contain trade secrets or other proprietary data which remain confidential in accordance with Sections 25-61-9 and 79-23-1 of the Mississippi Code of 1972, Annotated.
13. MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
14. Any bid(s) received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a bid received after the time and date set for receipt of bid at the place designated for receipt is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.

10. The multi-term contract will be canceled only if funds are not appropriated or otherwise made available to support continuation or performance in any fiscal year succeeding the first; however, this does not affect either the State’s rights or the contractor’s rights under any termination clause in the contract.

**Standard Terms and Conditions**

All Standard Terms and Conditions stated in this bid apply to vendors unless otherwise stated. Certain terms and conditions are required for contracting with the Mississippi Department of Education (MDE); therefore, the offeror shall assure agreement and compliance with the following Standard Terms and Conditions as stated in the Standard Textbook Contract Language on pages 10 through 19:

**Standard Textbook Contract Language**

The following language shall be standard language used in textbook contracts with the MDE.

**CONTRACT #**

**CONTRACT SIGNATURE SHEET**

**MISSISSIPPI DEPARTMENT OF EDUCATION**

**P. O. BOX 771**

**JACKSON, MISSISSIPPI 39205**

|  |  |
| --- | --- |
| **1. Contractor's Name and Address** | **2. Contractor's Contact Person and Telephone**  **Number**  **3. MDE Contract Number**  **4. Dates of Contract:** Enter start and end date  **5. Page 1 of 10** |

**6. The contractor agrees to carry out tasks outlined in this contract in accordance with all provisions of this contract included herein. The following sections are attached and incorporated into this agreement:**

**X Call for Bids**

**X Bid**

**X Bond Form**

**Other:**

|  |  |
| --- | --- |
| **7. Approved for Mississippi Department of Education**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**  **Signature Date**  **Name: Nathan Oakley, Ph.D**  **Title: Chief Academic Officer**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_**  **Signature Date**  **Name: Monique Corley**  **Title: Director, Office of Procurement** | **8. The Contractor hereby agrees to the terms and conditions specified in the contract and assures of the legal authority to enter into said contract. The Contractor further certifies that there is no conflict of interest and that the appropriate leave will be taken to perform the work outlined in the contract.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ Signature Date**  **Name:**  **Title:** |

MISSISSIPPI

TEXTBOOK CONTRACT

**Jackson, Mississippi**

THIS TEXTBOOK CONTRACT, made and entered into on <<contract start date>>, by and between the ***Mississippi Department of Education***, (hereinafter known as the “MDE”) and <<publisher name>>, hereinafter known as the Company/Publisher, witnesseth:

**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 day of <<month>>, competitive bids from textbook publishers for furnishing textbooks to the schools of Mississippi; that according to said call for bids **(Attachment A),** sealed bids **(Attachment B)** 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 day of <<month>>, 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>>; and that all said acts and things done by the MDE preceding the execution of the contract were and are regular, legal, and binding upon the parties hereto.

**2. BLIND PERSONS’ LITERACY RIGHTS AND EDUCATION**

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

**3. BOND GUARENTEE**

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.

**4. 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.

**5. DEPOSITORY INVENTORY**

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

**6.** **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.

**7. UNIFORM OWNERSHIP LABEL**

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

**8. TEXTBOOK AGENTS**

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

**9. LOCAL DEPOSITORY**

That the said Company/Publisher shall have the books to be furnished by it in its central depository, so that the same shall be available to the schools of the state by <<contract start date>>.

**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 MANUFATURING STANDARDS**

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

**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 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. ANTI-ASSIGNMENT/SUBCONTRACTING**

The Company/Publisher shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**16. TERMINATION FOR DEFAULT**

1. *Default***.** If the Company/Publisher refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or Designee of the MDE may notify the Company/Publisher in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or Designee of the MDE, such officer may terminate the Company/Publisher’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or Designee of the MDE may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or Designee of the MDE. The Company/Publisher shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. *Company/Publisher’s Duties*. Notwithstanding termination of the contract and subject to any directions from the Agency Head or Designee of the MDE, the Company/Publisher shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Company/Publisher in which the MDE has an interest.
3. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of Subcontractors, the Company/Publisher shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Company/Publisher to make progress in the prosecution of the work hereunder which endangers such performance) if the Company/Publisher has notified the Agency Head or Designee of the MDE within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Company/Publisher shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Company/Publisher to meet the contract requirements.
4. Upon request of the Company/Publisher, the Agency Head or Designee of the MDE shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Company/Publisher’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, “Termination for Convenience,” in cost-reimbursement contracts, “Termination”). (As used in this Paragraph of this clause, the term “Subcontractor” means Subcontractor at any tier).
5. *Erroneous Termination for Default.* If, after notice of termination of the Company/Publisher’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
6. *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**17. TERMINATION FOR CONVENIENCE**

1. *Termination*. The Agency Head or Designee of the MDE may, when the interests of the MDE so require, terminate this contract in whole or in part, for the convenience of the MDE. The Agency Head or Designee of the MDE shall give written notice of the termination to the Company/Publisher specifying the part of the contract terminated and when termination becomes effective.

(2) *Company/Publisher’s Obligations*. The Company/Publisher shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Company/Publisher will stop work to the extent specified. The Company/Publisher shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Company/Publisher shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or Designee of the MDE may direct the Company/Publisher to assign the Company/Publisher’s right, title, and interest under terminated orders or subcontracts to the State. The Company/Publisher must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**18. INDEPENDENT CONTRACTOR**

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

**19. ACCESS TO RECORDS**

The Company/Publisher agrees that the MDE, or any of its duly authorized representatives, any time during the term of this agreement, shall have access to, and the right to audit, examine any pertinent books, documents, papers, and records of Company/Publisher related to the Company/Publisher's charge and performance under this agreement. Such records shall be kept by Company/Publisher for three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Company/Publisher agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (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 laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Company/Publisher shall comply with applicable federal, State and local laws and regulations. In compliance with State law, the Company/Publisher if employed by a public entity, must make arrangements with his/her employer to take the appropriate leave (annual, professional, compensation, etc.) during the period of service covered by the contract.

**21. COMPLIANCE WITH LAWS**

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

**22. PERSONNEL**

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

**23. AUTHORITY TO CONTRACT**

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

**24. REPRESENTATION REGARDING CONTINGENT FEES**

The Company/Publisher represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Company/Publisher’s bid or proposal.

**25. STATE AGENT OR EMPLOYEE BENEFIT**

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

**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 fulfillment of the agreement are, at anytime, 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 Department, the Department shall have the right upon ten (10) working days written notice to the Company/Publisher, to terminate or modify this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.

**27. REPRESENTATION REGARDING GRATUITIES**

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

**28. TRUST**

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

**29. E-VERIFICATION**

If applicable, Company/Publisher represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Company/Publisher agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Company/Publisher further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Company/Publisher understands and agrees that any breach of these warranties may subject Company/Publisher to the following:

1. termination of this Agreement 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, or

1. the loss of any license, permit, certification or other document granted to Company/Publisher

by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or

1. both. In the event of such termination/cancellation, Company/Publisher would also be liable

for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

**30. ASSIGNED COPYRIGHTS**

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

**31. COPYRIGHTS**

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. Section 25-61-1, et.seq. Regarding Public Access to Public Records.

**33. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

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

1. is rightfully known to the recipient prior to negotiations leading to this agreement, other than

information obtained in confidence under prior engagements;

1. is generally known or easily ascertainable by non-parties of ordinary skill in the business of the

customer;

1. is released by the Disclosing Party to any other person, firm, or entity (including governmental

agencies or bureaus) without restriction;

1. is independently developed by the recipient without any reliance on Confidential Information;
2. is or later becomes part of the public domain or may be lawfully obtained by the MDE or the

Company/Publisher from any non-party; or

1. is disclosed with the Disclosing Party’s prior written consent.

**34. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the State Board of Education does not approve this contract.

**35. COMPANY/PUBLISHER COMPLIANCE WITH LAWS**

The Company/Publisher shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements; accordingly, contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the ground of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

**36. INDEMNIFICATION**

To the fullest extent allowed by law, the Company/Publisher shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the MDE, and its commission 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 attorneys’ fees, arising out of or caused by the Company/Publisher and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement.  In the State’s sole discretion, the Company/Publisher may be allowed to control the defense of any such claim, suit, etc.  In the event the Company/Publisher defends said claim, suit, etc., the Company/Publisher shall use legal counsel acceptable to the State; the Company/Publisher shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense.  The Company/Publisher shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

**37.** **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

**38. TRANSPARENCY**

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

**39.** **CONTRACTOR PERSONNEL**

TheMDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Company/Publisher. If the MDE reasonably rejects staff or subcontractors, Company/Publisher must provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the Agency*.* The day-to-day supervision and control of Company/Publisher’s employees and subcontractors is the sole responsibility of Company/Publisher.

**40. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

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

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

**41. LEGAL AND TECHNICAL SUPPORT**

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

**42. 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.

**43. TERMINATION UPON BANKRUPTCY**

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

**44. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by Company/Publisher is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Company/Publisher shall, on being notified by the MDE, immediately correct such deficient service or work. In the event Company/Publisher fails, after notice, to correct the deficient service or work immediately, the MDE shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Company/Publisher.

**2018-2019 ADOPTION CALENDAR FOR PUBLISHERS**

**Disclaimer: This calendar is only a quick reference for dates and is subject to change.**

**For complete and total information, please refer to each section of the Textbook Adoption Handbook.**

| **DATE** | **ACTIVITY/DEADLINE** |
| --- | --- |
| **October 22, 2018**  **October 29, 2018** | **Advertisement** for the Call for Bids appears in the local newspapers. Information will be e-mailed to publishers with current contracts and to other publishers that so request. |
| **November 5, 2018** | **Publisher’s Orientation** session will be held at 10:00 a.m. in the Conference Room of the School Book Supply Company of Mississippi, 4365 Michael Avalon Drive, Jackson, MS 39209. At least one employee, agent or representative from each publisher/vendor that will be working the state adoption is invited to attend. |
| **November 9, 2018** | **Intent to Submit a Bid form** is due in the Textbook Office from publishers/vendors no later than 5:00 p.m. Central Time. The Intent to Bid form does not bind the publisher to submit a bid. Intent to Bid forms can be e-mailed to [crspears@mdek12.org](mailto:crspears@mdek12.org). |
| **November 16, 2018** | **Textbook bid package** **must** be submitted by 5:00 p.m. Central Time to the **Procurement Office** and shall include:   * three (3) copies of all worksheets contained in the Excel workbook file which includes the Textbook Bid Submission Cover Sheet with signature and date, Textbook Bid Form, Pricing Options Form and Statement of Free Materials Form for each bid item   Submit one (1) electronic copy to the Textbook Adoption Bids SharePoint Site.  **All publishers for submitting materials for consideration Math and Social Studies must submit nine (9) official examination copies** **and fourteen (14) sets of sample copies (sample copies may contain digital versions of textbooks) for display in the university libraries by this deadline. There will be a Math materials pre-review.** The official examination copiesof all textbooks to be submitted for consideration for adoption are due at School Book Supply Company, 4365 Michael Avalon Drive, Jackson, MS 39209-2633 or at each publisher’s Mississippi depository by 5:00 p.m. Central Time.  **All examinations copies** shall include the following:   * A pupil edition * A teacher edition * **Features and benefits page of each book/series** * Free with Order Brochures * Packing slip lists * Special equipment or hardware needed to review products. (If applicable)   **Please submit Form B’s and Form M’s with each Examination Copy**  **Publishers will have an opportunity to respond to the pre-review findings.** |
| **November 28-29, 2018** | **Pre-Review for Math** |
| **December 3, 2018- February 1, 2018** | **Only the pupil edition and the teacher edition** maybe shipped to local schools. It is understood that school districts will not have to return the complimentary copies. |
| **December 7, 2018** | **Pre-review for Math Report released** for publishers. Publishers may respond to the findings of the pre-review committee. The Pre-review Reports and the Publisher’s responses will be included in the official review. |
| **December 12, 2018** | **Publisher’s Responses to Pre-review for Math Reports Due.** Please submit the responses in digital format (Word or PDF) to [crspears@mdek12.org](mailto:crspears@mdek12.org) . |
| **December 17-18, 2018** | **State Rating Committee Members Orientation session** is conducted at a place to be announced in Jackson, MS.  **No contact period** begins between the publishers/vendors and State Textbook Rating Committee members except for the authorized date for presentations.  **Listing of the names** of the State Rating Committee members is released to the public. |
| **December 17-18, 2018** | **Textbook presentations** are conducted by publishers/vendors to the State Rating Committee members at a place to be announced in Jackson, MS. |
| **December 19-21, 2018** | Examination copies for the State Rating Committee are shipped from School Book Supply Company or each publisher's Mississippi depository to the individual members. |
| **December 17, 2018 - February 4, 2019** | **State Textbook Rating Committee members** will individually review the textbooks submitted for consideration for adoption. |
| **January 11, 2019** | **Publishers/vendors** are required to provide a letter ensuring that the company can secure a textbook bond with the Mississippi Insurance Department. |
| **February 4, 2019** | **For publishing companies that submitted** a galley or manuscript of a textbook, a bound official sample of the final copy of each textbook submitted for adoption SHALL be on file in the Textbook Office, 1252 Eastover Dr., Suite 301, Jackson, MS 39211, by 5:00 p.m. Central Time. Failure to comply with this deadline may result in the textbook not being considered for adoption regardless of the rating received. |
| **February 4, 2019** | **State Rating Committee member ballots are due in the Textbook Office.** |
| **February 8, 2019** | **One Form C listing of the local selection committee members for each school district** will be distributed to publishers.**\*** (Subject to district participation) |
| **March 21, 2019** | **State Board of Education Meeting** |
| **March 22, 2019** | **Adoption results** are released. |
| **April 1, 2019** | Virtual Textbook Caravan Information is due to the Director of Textbooks, Mississippi Department of Education. |
| **April 4, 2019** | **2018-2019 Virtual Textbook Caravan Website Launch** |
| **April 4, 2019 - May 6, 2019** | **During the specified period, no contact** is permitted by publishers/vendors with school districts until **thirty (35) days** after the launch of the Virtual Caravan Website. ONLY individuals serving as local selection committee members may receive the official examination copies. |
| **May 6, 2019** | **Listing of selections of textbooks** **from the adopted list** is due from local districts thirty (30) days from date of the launch of the 2019 Virtual Caravan Website. Selections by the local school districts are updated daily. Publishers/vendors are e-mailed the selection results periodically. **The Textbook Office does not provide periodic updates by phone.** |
| **May 1, 2019** | **Publishers must** make and execute a good and sufficient bond (executed in triplicate, Mississippi Code Annotated 37-43-25) payable to the State of Mississippi with a surety thereon. If a textbook bond cannot be secured by May 2, 2017, the textbook bid will be voided. |
| **July 1, 2019** | **Textbooks adopted in February 2019 MUST** be available for shipment from each publisher's depository. Publishers/vendors are reminded that textbooks that **will not** be available on **July 1, 2019 SHOULD NOT** be bid. |

*\* Receipt of Form C does not guarantee a publisher’s products have been approved. Textbook approval is scheduled for the March 2019 State Board of Education Meeting.*

**Attachments A-E**

**The following attachments may be downloaded from the Textbook Office Website at** <http://www.mde.k12.ms.us/ESE/TAP> .

* **Attachment A: Intent to Bid Form**
* **Attachment B: Textbook Bid Submission Cover Sheet**
* **Attachment C: Textbook Bid Form**
* **Attachment D: Statement of Free Materials Form**
* **Attachment E: Pricing Options Form**