



STATE OF ALABAMA  
DEPARTMENT OF EDUCATION



Eric G. Mackey, Ed.D.  
State Superintendent of Education

May 11, 2021

Alabama  
State Board  
of Education

Governor Kay Ivey  
President

Jackie Zeigler  
District I  
Vice President

Tracie West  
District II

Stephanie Bell  
District III

Yvette M. Richardson, Ed.D.  
District IV  
President Pro Tem

Tonya S. Chestnut, Ed.D.  
District V

Cynthia McCarty, Ph.D.  
District VI

Belinda McRae  
District VII

Wayne Reynolds, Ed.D.  
District VIII

Eric G. Mackey, Ed.D.  
Secretary and  
Executive Officer

**TO: TEXTBOOK PUBLISHERS AND REPRESENTATIVES**

We are hereby extending an invitation to bid on high-quality instructional materials for state adoption for English Language Arts (ELA) Grades K-12 and Career and Technical Education clusters Business Management and Administration; Finance; Manufacturing; Marketing; and Work-Based Learning. Comprehensive and supplementary textbooks for these subject areas may be bid. A textbook is defined as systematically organized materials, such as hardbound books, softcover books, or technology-based programs, comprehensive enough to cover the primary objectives outlined in the standard course of study for grade or course. Definitions for comprehensive and supplementary materials are included in this packet.

Instructional materials are some of the most important tools that educators use in the classroom to enhance teaching and student learning. It is vital that they fully align to state standards as well as be of high quality if they are to provide meaningful instructional support for educators and students. The purpose of the state textbook review process is to provide local districts and schools support via state-level reviews in identifying high-quality instructional materials.

To be eligible for Alabama's state review process, publishers must adhere to the non-negotiables found within this informational bid packet. Please review the non-negotiable eligibility criteria and ensure the information is provided to the state textbook office. Courses of study for the above subject areas can be found by assessing the following link: <https://www.alsde.edu/sec/sct/Pages/cos-all.aspx?navtext=Standards/COS>. Please click on the English Language Arts and/or Career and Technical Education tab to locate the newly adopted courses of study for the designated subject areas above. Rubrics for the instructional review process can be located at the following link:

<https://www.alsde.edu/sec/sct/Pages/publishers-all.aspx?navtext=Textbooks:%20Publishers>

All materials must have been published within three years from the date the Alabama State Board of Education begins advertisement for bids (May 11, 2021). Please carefully review the publication dates of those textbooks you would like to bid. Materials bid that are adopted will be placed under state contract for the six-year period beginning on June 1, 2022, and ending May 31, 2028.

The State Textbook Office has moved to an electronic submission process. Please submit all bid forms using the read and delivery receipt options. Electronic submissions are to be emailed to [textbooks@alsde.edu](mailto:textbooks@alsde.edu). All contracts require **two originals** and must be mailed to Dr. Carolyn Jones at the following address:

**Alabama State Department of Education  
Attention: Dr. Carolyn Jones, State Textbook Administrator  
3345 Gordon Persons Building  
50 North Ripley Street  
Montgomery, Alabama 36104**

Textbook Publishers and Representatives  
Page 2  
May 11, 2021

In order to participate, the Letter of Intent to Bid is due by 5 p.m. Central Standard Time (CST), May 24, 2021. The official bid packet is due by 5 p.m., CST, June 14, 2021.

If you have any questions concerning this adoption process, please contact the State Textbook Office at (334) 694-4768.

Sincerely,



Eric G. Mackey  
State Superintendent of Education

EGM:CAJ:PAF

**LISTING OF SUBJECT AREA BEING CONSIDERED  
2021-2022 ADOPTION**

**ENGLISH LANGUAGE ARTS GRADES K-12  
AND/OR  
CAREER AND TECHNICAL EDUCATION  
(Business Management & Administration; Finance; Manufacturing;  
Marketing and Work-based Learning)**

**DEFINITIONS**

***Comprehensive***

A comprehensive textbook/program is defined as one that meets the standards of the *2021 Alabama Courses of Study: English Language Arts K-12* and is sufficient to be used as the primary resource for a particular grade or course.

A comprehensive textbook/program is defined as one that meets the standards of the *2021 Alabama Courses of Study: Career and Technical Education (Business Management and Administrative; Finance; Manufacturing; Marketing; & Work-based Learning)* and is sufficient to be used as the primary resource for a particular grade or course.

***Supplementary***

A textbook/program that is used to support and extend the critical elements of a comprehensive textbook/program. A supplementary textbook/program is not sufficient to be used as the primary resource for a particular grade or course.

## ALABAMA HIGH-QUALITY INSTRUCTIONAL MATERIALS REVIEW PROCESS SUBMISSION NON-NEGOTIABLES

To be eligible for the state instructional review process, minimum criteria must be met and important information provided. Please review the **non-negotiable** publishers' eligibility criteria below. All publishers are required to adhere to the criteria established and prepare resources accordingly and submit to the state textbook office.

1. Instructional materials submitted must be aligned to the Alabama Course of Study for English Language Arts (ELA) and Career and Technical Education clusters Business Management and Administration; Finance; Manufacturing; Marketing; and Work-Based Learning. Please complete the alignment documents and scan them to [cajones@alsde.edu](mailto:cajones@alsde.edu). Alignment documents are located at the following link: <https://www.alsde.edu/sec/sct/Pages/publishers-all.aspx?navtext=Textbooks:%20Publishers>
2. Instructional materials must have a publication date of 2018 or later.
3. Instructional materials must be available for review online or in a digital format, when applicable.
4. The Alabama Department of Education, through its partnership with MetaMetrics, has a license for statewide implementation of the Lexile Framework for Reading and the Quantile Framework for Mathematics to enhance the meaningfulness of test results. To help align instruction, curricular materials, and student assessment results, **publishers must ensure that Lexile text measures and Quantile lesson calibrations are incorporated into all proposed textbooks and related instructional materials.** MetaMetrics is the sole source for the measurement reading and mathematical system frameworks utilizing "Lexile®" and "Quantile®" measures. The computer algorithms that produce a Lexile measure and a Quantile measure for both text and student are proprietary to and available only from MetaMetrics, Inc.
5. Username(s) and password(s) are created and active for online access by reviewers and the public throughout the entire state and local adoption process.
6. Instructional materials must be closely aligned with the Science of Reading which develops foundational reading skills for students in grades K-3. **(Submissions for ELA K-3 only)**
  - a. Scientifically-based reading instruction, multisensory language instruction, including oral language development, phonological awareness, phonics instruction that includes decoding and encoding, fluency, writing, vocabulary, and comprehension, and the *2021 Alabama Course of Study: English Language Arts standards*.
  - b. "In Kindergarten through Grade 3, the standards focus on essential foundational skills needed to support literacy development. Standards are written in a way that promotes direct, explicit, systematic, sequential, and cumulative instruction with extensive practice in these essential foundational skills: oral language, concepts of print, phonological and phonemic awareness, phonics (decoding), fluency, vocabulary, comprehension, and writing (including encoding). Reading standards, which incorporate reading and responding to multiple types of texts in various ways, start in Kindergarten and continue throughout the grades. Grades K-3 standards encompass all components of grade-appropriate proficient reading, from decoding words to adding literacy knowledge, building and accessing background knowledge, understanding language structures, and using verbal reasoning." (The *2021 Alabama Course of Study: English Language Arts*)

7. Completion of the Curriculum Evaluation Tool provided by the Reading League.  
**(Submissions for ELA K-3 only)**
- a. Complete: [Curriculum Evaluation Tool provided by The Reading League](#) including:
    - i. Explanation or justification of how the program is grounded in the science of reading.
    - ii. Specific K-3 examples of each designated green flag in the tool.

***The Completion of the Curriculum Evaluation Tool can be vetted through the Literacy Task Force Review Process previously conducted for publishers submitting materials.***

*or*

***Publishers who did not submit materials previously through the above process may complete the Curriculum Evaluation Tool and submit the information electronically to [textbooks@alsde.edu](mailto:textbooks@alsde.edu). In addition, program materials, resources, and curriculum will be subject to review by the Literacy Task Force and/or Alabama State Department of Education.***

**SPECIFIC DISQUALIFIER FOR REVIEW OF K-3 ELA MATERIAL:**

- If the theoretical basis is not grounded in the science of reading and/or utilizes the Three Cueing System Model of Reading or Visual Memory as the primary basis for teaching word recognition, it shall be disqualified as cognitive science refutes its benefit in foundational reading skills acquisition.
- If a program is submitted and the *Curriculum Evaluation Tool* indicated instructional practices were not aligned with the science of reading, it shall be disqualified as cognitive science refutes its benefit in foundational reading skills acquisition.

***\*\*\*The Alabama Literacy Act states that each local education agency shall offer a comprehensive core reading program to all students based on the science of reading which develops foundational skills.***

# LETTER OF INTENT TO BID

(Must be received electronically at [textbooks@alsde.edu](mailto:textbooks@alsde.edu) by 5 p.m. on May 24, 2021)

DATE: \_\_\_\_\_

Dr. Eric G. Mackey  
State Superintendent of Education  
c/o State Textbook Office  
Alabama State Department of Education  
Post Office Box 302101  
Montgomery, Alabama 36130-2101

Dear Dr. Mackey:

This letter is to inform you that the company listed below will submit a bid and will participate in the 2021-2022 Alabama adoption of textbooks for the following subject areas.

English Language Arts \_\_\_\_\_  
Career and Technical Education \_\_\_\_\_  
(*Business Management & Administration; Finance; Manufacturing; Marketing; Work-based Learning*)

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

Post Office or Street Address

\_\_\_\_\_

City State Zip Code

EMAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

NAME OF OFFICIAL \_\_\_\_\_

TITLE OF OFFICIAL \_\_\_\_\_

SIGNATURE OF OFFICIAL \_\_\_\_\_

REGISTRATION OF REPRESENTATIVES OF PUBLISHERS
DUE
May 24, 2021

COMPANY:

CONTACT PERSON FOR BIDS
AND CONTRACTS:

Name:
Title:
Address:
Telephone:
Fax:
Email:

\*\*\*\*\*

PERSONS AUTHORIZED TO REPRESENT COMPANY IN CONNECTION WITH THE 2021-2022 ADOPTION:

Name:
Title:
Address:

Name:
Title:
Address:

Telephone:
Fax Number:
Email:

Telephone:
Fax Number:
Email:

Name:
Title:
Address:

Name:
Title:
Address:

Telephone:
Fax Number:
Email:

Telephone:
Fax Number:
Email:

Only the representatives named above have been authorized to represent the company in any capacity in connection with the 2021-2022 adoption of high quality instructional materials in Alabama. Notification will be given immediately for any additional person or persons who may be authorized to represent the company.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID DEPOSIT FORM  
2021-2022 ADOPTION OF TEXTBOOKS**

**PUBLISHING COMPANY** \_\_\_\_\_

Check Number: \_\_\_\_\_ Amount: \_\_\_\_\_

Notice of receipt and deposit of check should be sent to the person designated below:

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Return Warrant (Check) should be made payable to the company name given below and mailed to the attention of the person designated at the following address:

Company Name: \_\_\_\_\_

Attention of: \_\_\_\_\_

Address: \_\_\_\_\_  
Post Office or Street Address

\_\_\_\_\_ City State Zip

Signature of Official of Company \_\_\_\_\_

**IMPORTANT:** Please attach *Form W-9, Request for Taxpayer Identification Number and Certification.*

<i>For state use only</i>	
Signed: _____ State Textbook Office	_____ Date Check Received
Signed: _____ Accounting, Alabama State Department of Education	_____ Date Check Deposited
Signed: _____ Accounting, Alabama State Department of Education	_____ Date Return Warrant Mailed



BID FORM COVER SHEET

2021-2022

Publisher: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

In compliance with the advertisement of the State Board of Education for furnishing textbooks to the state of Alabama for a six-year period beginning June 1, 2022, and ending May 31, 2028, the textbooks described on the attached sheet are offered at the prices given on condition that, in the event of contract award, all textbooks of the titles listed delivered to the state of Alabama under the terms of this contract shall be manufactured in accordance with the Official Minimum Manufacturing Standards and Specifications set by the National Association of State Textbook Administrators and adopted by the Alabama State Board of Education except where conformity is impossible because of United States Government directives. In the event conformity is made impossible because of Federal restrictions, the textbooks shall conform in all other respects. Cash or certified check has been deposited with the Treasurer of the state of Alabama in the amount required by law for this bid. The required bond will be furnished to guarantee compliance with any contract that may be awarded this company. It is certified that the maximum price bid to the State Board of Education f.o.b. county or city board of education, after all discounts have been deducted, for any books to be used in the public schools of this state does not exceed the minimum price at which each textbook is sold at the publisher's publishing house after all discounts have been deducted. It is also certified that each textbook bid shall not be sold to pupils in Alabama at a retail price to exceed an increase of 15% of the wholesale price listed.

It is also certified that the textbook(s) and accompanying material(s) contained in this bid have been published within three years from the date of advertisement for bids (May 11, 2021).

\*\*\*\*\*

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

My commission expires \_\_\_\_\_

## SHIPPING AND DELIVERY INSTRUCTIONS

### SAMPLES TO ALABAMA STATE DEPARTMENT OF EDUCATION

**Deadline is August 13, 2021**

**Shipping Address:** State Textbook Office  
Alabama State Department of Education  
P-305, Gordon Persons Building  
50 North Ripley Street  
Montgomery, AL 36104-3833

**IMPORTANT: INSIDE DELIVERY IS NOW REQUIRED**

- If shipments do not designate inside delivery, samples will not be accepted.
- Samples sent by freight **will not** be received at the loading dock of the Gordon Persons Building.
- Pallets of boxes containing samples must be hand delivered to P-305.

**For further instructions, please contact Cindy Gillespie, Office of Operations (334) 694-4606**

### PACKING INSTRUCTIONS FOR ALABAMA STATE DEPARTMENT OF EDUCATION SAMPLES

There are no set requirements for packing samples for delivery to the Alabama State Department of Education. However, keep in mind that your representatives will be responsible for moving and unpacking boxes from the hall of the third floor of the Gordon Persons Building to the adjacent room where samples will be displayed. It is suggested, therefore, that you label the boxes clearly and keep the weight of boxes between 25 to 50 lbs. **Representatives will be responsible for breaking boxes down so they are flat for proper disposal. Shelving dates are from Monday, August 16 - Friday, August 20, 2021.**



## 2021-2022 STATE TEXTBOOK PUBLISHER AND COMMITTEE SCHEDULES

### English Language Arts (ELA) K-12 Career and Technical Education: Business Management & Administration; Finance; Manufacturing; Marketing; and Work-Based Learning

● May 11, 2021	Email Bid Packet to Publishers
● May 24, 2021	Intent to Bid Form & Registration of Publishers Due to ALSDE
● June 14, 2021	All Bid Forms Due to ALSDE
● August 13, 2021	Textbooks Due to ALSDE
● August 16-20, 2021	Publisher Shelving Date
● September 10, 2021	Textbook Sample Deliveries (Committee Members/Libraries)
● September 13, 2021	Organizational Meeting (Face-to- Face or Virtual)
● September 14-17, 2021	Publisher Presentations
● September 28-30, 2021	Committee Review Session (Face-to- Face or Virtual)
● October 12-14, 2021	Committee Review Session (Face-to- Face or Virtual)
● October 25, 2021	Public Hearing (GPB Auditorium)
● October 25-27, 2021	Committee Review Session (Face-to- Face or Virtual)
● October 29, 2021	Deadline for Publishers to Withdraw Textbook Bid
● November 10, 2021	Alabama State Board of Education Work Session: Receive Textbook Recommendations (unofficial)
● December 9, 2021	Alabama State Board of Education Meeting: Receive Textbook Recommendations & Set Formal Public Examination Period (30 Day) Alabama State Board Work Session: Committee Chairperson Discussion of Textbook Selection Process
● January 13, 2022	Alabama State Board of Education Meeting: Final Adoption of Textbook Recommendations
● February 14, 2022	State Textbook Contracts due to the Alabama State Department of Education

ALABAMA STATE DEPARTMENT OF EDUCATION

P.O. Box 302101 ✉ Montgomery, AL 36130-2101 ☎ 334-694-4688 🌐 [www.alsde.edu](http://www.alsde.edu)

ALABAMA STATE DEPARTMENT OF EDUCATION

2021-2022 TEXTBOOK ADOPTION

STATEMENT OF ANCILLARY MATERIALS PROVIDED

AT NO CHARGE TO ALABAMA SCHOOL SYSTEMS

It is hereby certified that from this date forward through the duration of the proposed contract period (June 1, 2022, through May 31, 2028), the same free or discounted ancillary items and/or services offered to any local board of education or any public school shall be offered to all Alabama local boards of education or schools under the same or similar circumstances.

This statement is a part of the official bid and shall be made a part of the contract with the state of Alabama if said bid is accepted.

Signature: \_\_\_\_\_

Publisher: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_

My commission expires \_\_\_\_\_

## SAMPLING INSTRUCTIONS – 2021-2022 ADOPTION

### Alabama State Department of Education (Please See Shipping Instructions)

#### *Traditional Textbook Programs:*

Two student textbooks  
One student module (kit-based programs)  
One teacher edition  
One copy of other items bid such as kits,\* big books, workbooks, tests, etc.  
**Do not send any item(s) not bid with a state contract price.**

#### *Technology-Based Programs:*

One copy of entire program, including student, teacher, and accompanying materials bid.  
If the program comes in more than one format, send all formats.

### State Textbook Committee (Upon Request Only – Member Preference)

#### *Traditional Textbook Programs:*

One student textbook  
One student module (kit-based programs)  
One teacher edition  
One copy of ancillary items such as workbooks, tests, etc.  
**Do not send any item(s) not bid with a state contract price.**

#### *Technology-Based Programs:*

One copy of student material. If the program comes in more than one format and each format is identical, send the easiest format to review.

### Library Sites

#### *Traditional Textbook Programs:*

One student textbook  
One student module (kit-based programs) to all library sites.  
**Do not send any item(s) not bid with a state contract price.**

#### *Technology-Based Programs:*

One copy of student material. If the program comes in more than one format and each format is identical, send the easiest format to review.

\*For kits that accompany a textbook, samplers will be accepted. **If kits are duplicated from grade to grade, please send only one kit.** If further clarification is needed, please contact the State Textbook Office at telephone number (334) 694-4768 or by email at [cajones@alsde.edu](mailto:cajones@alsde.edu).

ALABAMA STATE DEPARTMENT OF EDUCATION

INSTRUCTIONS FOR COMPLETING BID FORM – 2021-2022

***BID FORM COVER SHEET***

The *BID FORM COVER SHEET* is in Microsoft Word 2019. A hard copy should be printed, signed, notarized, and included with the hard copy of the *TEXTBOOKS AND ACCOMPANYING MATERIALS*.

***TEXTBOOKS AND ACCOMPANYING MATERIALS***

The *TEXTBOOKS AND ACCOMPANYING MATERIALS* portion of the bid form is for listing the *item(s) that you are bidding for state contract price for six years*. The form provided is in Microsoft Excel 2019. The font used for text entered is Arial. There are separate sheets for submitting for comprehensive and supplementary materials. *Textbooks/programs should be bid in the best subject area one time only*. Please enter the titles bid on the proper sheet. Pages will break automatically and the subject area and headings will repeat at the top of the page when printed. Hard page breaks may be inserted where desired. Please ***do not*** change margin settings or width of columns.

The series (if applicable) should be entered on the first line in normal title case. The title should then be entered two lines below the series in ALL CAPS. If the title of a textbook is longer than the space provided, please increase the height of that particular row. This may be done by selecting the row, going to format, then to row height, and adjusting accordingly. One line is already adjusted to a row height of 18. Two lines should be adjusted to a row height of 32, three lines to 44, four lines to 56, and five lines to 68. ***Please keep the title in one cell.***

If you are submitting several titles for one of these subject areas which are not part of a series, you may list them on one page.

List below the title any accompanying workbooks, teacher editions, etc. in lower title case and indent with the increase indent feature of EXCEL. Please remember to provide all information requested for each of these items. If an item accompanies two books or more, list under the last title. ***Important: Please do not list any textbook or item more than one time.***

Technology-based programs and items should be submitted in the same manner as a textbook.

**ISBN-10 or ISBN-13 may be used.** The space allowed will accommodate both. If an ISBN is not available, the number may be submitted at a later date.

***STATEMENT OF ANCILLARY MATERIALS***

This statement is a part of the official bid and shall be made a part of the contract with the state of Alabama if said bid is accepted. ***Failure to include this properly completed form by the bid deadline will result in your bid not being accepted.***

**PLEASE MAKE YOUR BID FORM AS CLEAR AS POSSIBLE**

## DEADLINES AND REGULATIONS 2021-2022 TEXTBOOK ADOPTION

1. ***INTENT TO BID FORM AND REGISTRATION OF REPRESENTATIVES OF PUBLISHER (FORM T-1) - DEADLINE IS 5 P.M. (CST), May 24, 2021.*** Forms shall be submitted electronically to Dr. Carolyn Jones at [textbooks@alsde.edu](mailto:textbooks@alsde.edu) . Every person representing a publisher in any capacity during this adoption shall be listed on FORM T-1.

2. ***BID FORM - DEADLINE IS 5 P.M. (CST), June 14, 2021.***

Bids shall be submitted electronically to Dr. Carolyn Jones at [textbooks@alsde.edu](mailto:textbooks@alsde.edu) marked “OFFICIAL BID FOR FURNISHING TEXTBOOKS FOR USE IN THE PUBLIC SCHOOLS OF ALABAMA.” The forms are as follows:

Bid Form - Cover Sheet  
Bid Form - Textbooks and Accompanying Materials  
Bid Form - Statement of Ancillary Materials

Instructions for completing each form are enclosed. Each form must be provided as part of the bid package. **Failure to include all properly completed forms by the bid deadline will result in your bid not being accepted.**

3. ***DEPOSIT WITH STATE TREASURER, FORM T-2 AND FORM W-9 – RECEIPT OF DELIVERY DEADLINE IS June 14, 2021.***

The law requires that each publisher deposit with the State Treasurer a sum of money in the amount of \$500 for each textbook or series offered for adoption. However, the maximum deposit shall not exceed \$2500. **The check may be a company check, cashier’s check, or certified check and should be made payable to the Alabama State Department of Education (ALSDE).** Please mail check, FORM T-2, BID DEPOSIT FORM, to the State Superintendent of Education, c/o State Textbook Office, Alabama State Department of Education, Post Office Box 302101, Montgomery, AL 36130-2101 (Street Address: Room 3345, Gordon Persons Building, 50 North Ripley Street, Montgomery, AL 36104-3833).

### **Please note procedures:**

1. Checks will be deposited to an account with the State Treasurer by the ALSDE.
2. Deposit of unsuccessful bidder will be refunded promptly upon rejection of bid with issuance of a state warrant (check) for the deposit amount.
3. Deposit of successful bidder will be held pending the execution of contract and required bond. It will be forfeited to the Alabama State Department of Education as the law directs should the bidder fail or refuse to execute contract and required bond. When a fully executed contract has been completed, a warrant (check) for the deposit amount will be issued back to the publisher.
4. Publishers must submit a *Form W-9, Request for Taxpayer Identification Number and Certification*. This form is available at the following link: [Vendors SelfRegistration](#).

**4. OFFICIAL COPIES OF TEXTBOOKS SUBMITTED TO ALSDE - DEADLINE FOR RECEIPT IS 5 P.M. (CST), August 13, 2021.**

*Two student editions and one teacher edition* of each textbook submitted for adoption should be filed with the State Superintendent of Education with the identification “OFFICIAL COPY OF TEXTBOOK SUBMITTED FOR ADOPTION” on the outside cover. One sample of each workbook, big book, and/or teaching aid on which a bid is made should also be filed. Page proofs **will not** be accepted. Do **not** send any textbook(s) or accompanying material(s) to the Alabama State Department of Education that have not been bid as a state contract price item.

**NOTE: Each company will be required to send a representative to Montgomery to unbox and shelve samples during the week of August 16-20, 2021. Sample Textbooks must be delivered to 50. N. Ripley St. P-305, Montgomery, AL 36104**

**5. OFFICIAL COPIES TO MEMBERS OF THE STATE TEXTBOOK COMMITTEE – DEADLINE FOR RECEIPT IS 5 P.M. (CST), September 10, 2021.**

Sample copies of textbooks and accompanying materials bid for adoption *could* be required by each of the 23 State Textbook Committee members. The number of samples to be shipped will be dependent on committee member preference. Official samples and a copy of the alignment to Alabama Course of Study Standards must be received no later than 5 p.m. (CST), on **September 10, 2021.** Page proofs **will not** be accepted. Be sure to follow the enclosed directives for packing samples. Do **not** send any textbook(s) or student item(s) to committee members that have not been bid as a state contract price item. **Note:** If the final textbook is not available, a reviewable format may be submitted. Examples of acceptable reviewable formats are manuscripts in bound book form, manuscript on CD, or online viewable content. Final format is due the week of the assigned publisher hearing date.

**6. OFFICIAL COPIES FOR PUBLIC VIEWING - DEADLINE FOR RECEIPT IS 5 P.M. (CST), September 10, 2021.**

*One student edition* of each textbook bid for adoption will be displayed in eight libraries for viewing by citizens in Alabama. A listing of the library sites may be located on our website at [Instructional Services: Textbook: Publishers: Documents](#). Page proofs **will not** be accepted. Official samples must be received no later than 5 p.m. (CST), on **September 10, 2021.** Be sure to follow the enclosed directives for packing samples. Do **not** send any student textbook(s) or student items(s) that have not been bid as a state contract price item.

**7. ALIGNMENT TO THE COURSE OF STUDY STANDARDS—SUBMIT TWO HARD COPIES TO THE ALSDE BY AUGUST 13, 2021 THE SAME DAY SAMPLES ARE DUE TO THE ALSDE.**

An alignment to the course of study will be required for each textbook/program submitted. Courses of study for the above subject areas can be found by assessing the following link:  
<https://www.alsde.edu/sec/sct/Pages/cos-all.aspx?navtext=Standards/COS> Please click on the English Language Arts and/or Career and Technical Education tab to locate the 2021 courses of study for the designated subject areas.



**8. OFFICIAL MINIMUM MANUFACTURING STANDARDS AND SPECIFICATIONS FOR TEXTBOOKS  
DEADLINE IS August 13, 2021.**

Textbooks offered for adoption shall meet or exceed the Official Minimum Manufacturing Standards and Specifications for Textbooks as set forth by the National Association of State Textbook Administrators.

A properly executed copy of FORM B, STATEMENT OF PUBLISHER SUBMITTING BOOKS FOR ADOPTION AND WARRANTY OF PUBLISHER, and/or FORM M, STATEMENT OF PUBLISHER SUBMITTING ELECTRONIC MEDIA FOR ADOPTION, must be sent to the State Superintendent of Education, c/o State Textbook Office, Alabama State Department of Education, Post Office Box 302101, Montgomery, AL 36130-2101. (Street Address: Room 3345, Gordon Persons Building, 50 North Ripley Street, Montgomery, AL 36104-3833). The required form(s) may be located by assessing the following link: <https://www.alsde.edu/sec/sct/Pages/publishers-all.aspx?navtext=Textbooks:%20Publishers>  
FORM B is not desired at this time for workbooks.

**9. FINAL DATE FOR WITHDRAWAL OF TEXTBOOK BID – DEADLINE IS October 29, 2021.**

The final date for withdrawal of a textbook bid for adoption is October 29, 2021. An exception to this regulation can be made only if the publisher can provide a valid reason for withdrawal and certifies that the textbook will not be marketed in Alabama.

**10. PUBLICATION DATE OF TEXTBOOKS/PROGRAMS SUBMITTED.**

The State Textbook Law, *Code of Alabama, 1975*, §16-36-60(h), requires that all new materials bid for state adoption must be published *within three years from the date of advertisement for bids (May 11, 2021)*. The law is very clear on this matter; therefore, any materials submitted that have a copyright date of 2017 or earlier will be removed from the bid and will not be considered.

**11. DATE FOR SUBMISSION OF NATIONAL INSTRUCTIONAL MATERIALS ACCESSIBILITY STANDARD (NIMAS) – DEADLINE IS February 14, 2022.**

Alabama has chosen to “opt in” and adopt the National Instructional Materials Accessibility Standard (NIMAS). Therefore, publishers will be required to submit textbooks and related core curriculum materials to the National Instructional Materials Access Center (NIMAC) as a NIMAS-conformant file set.

For the purpose of NIMAS, a *textbook* is defined as the printed tool of instruction used in the classroom and *related core materials* are printed materials, other than textbooks, designed for use by students in the classroom in conjunction with a textbook. Please note that a statement has been added to the state textbook contract (see Item Number 12). The deadline for submitting NIMAS files to NIMAC is February 14, 2022 the same date the signed state textbook contract will be due.

**12. STATE TEXTBOOK CONTRACT.**

For your reference, a sample copy of the state textbook contract is enclosed. If textbooks bid by your company are adopted by the State Board of Education, your company will be required to sign the original contract and provide a \$5,000 performance bond. A copy of the bond form is also enclosed. Please note that a statement regarding NIMAS has been added to the contract. The signed state contract will be due on **February 14, 2022**. *No changes to the terms of the contract will be permitted.*

**13. OFFICIAL EXAMINATION COPIES TO LOCAL BOARDS OF EDUCATION.**

Successful bidders shall furnish all county and city boards of education with a minimum of one sample copy of each textbook adopted by the State Board of Education for use in evaluation by local textbook committees for local adoption by each school system.

**14. STATE TEXTBOOK LAW.**

A copy of the State Textbook Law, *Code of Alabama, 1975*, §16-36-60 through §16-36-70, which became effective on July 1, 1998, is available upon request from the State Textbook Office, or you may access it by going to the Alabama Legislature's Web site ([www.legislature.state.al.us](http://www.legislature.state.al.us)).

STATE OF ALABAMA  
DEPARTMENT OF EDUCATION

**TEXTBOOK CONTRACT**

This contract made and entered into this **1st day of June, 2022**, between the State of Alabama, by and through the State Board of Education, hereinafter referred to as the Board and **Publisher Name**, of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as the Publisher, for the period designated on Page 4.

WITNESSETH: That the Publisher for and in consideration of the adoption of certain of its textbooks or publications hereinafter named, at the prices and upon the conditions hereinafter stated, for use in the public schools of Alabama for the period beginning on date of contract, or as designated by the Board, covenants and agrees with the Board as follows:

1. The Publisher covenants and agrees to furnish for the period beginning after the date of contract and ending on **May 31, 2028**, or as designated by the Board, the hereinafter listed textbooks and/or publications at the prices stated (see Attachment One incorporated by reference herein as if fully set out). The Publisher covenants and agrees that the price herein made for said textbooks and/or publications, which price includes all expenses and charges of delivering such textbooks and/or publications to the local county or city boards of education or their agents, after all discounts have been deducted, does not exceed the minimum price at which the Publisher sells such textbooks and/or publications in wholesale quantities f.o.b. the Publisher's publishing house, after all discounts have been deducted. The State Board of Education, upon the recommendation of the State Superintendent of Education, may renew or extend contracts for no less than one year nor more than two years. This provision shall be made a part of the publishers' contract, and the State Board of Education may exercise the provision by notifying the publisher in advance.

2. **FORFEITURES:** For failure to supply the State with a sufficient number of said textbooks or publications to fill promptly all orders received from the State, county boards of education, city boards of education, and local agents thereof, the Publisher agrees to pay to the Board the sum of One Hundred Dollars (\$100.00) per day of such failure provided that the forfeiture shall become effective at the expiration of thirty consecutive days after the date the purchase order is mailed to the Publisher, unless the purchase order designates a later date for delivery, at which time the forfeiture shall become effective. It is further understood and agreed between the parties that the Board may, at its discretion, relieve the Publisher of any forfeiture or liability for violation of this contract upon its part unless such forfeiture or violation results from the willful act of the Publisher. The Publisher agrees to replace defective or substandard books without cost to the purchaser.

3. **QUALITY AND CONTENTS:** The Publisher further covenants and agrees that the textbooks or publications furnished under this contract shall equal or surpass in all respects the Official Minimum Manufacturing Standards and Specifications adopted by the Board incorporated by reference herein as if fully set out and which are available for inspection by the Publisher; provided, that any typographical errors which may be found in such textbooks or publications or errors of fact shall be corrected by the Publisher, but in no case shall any change be made that will result in any confusion in classes using the corrected copies and copies previously purchased. If at any time during the continuance of this contract the Publisher fails to maintain the standard of quality and excellence described above, this contract and the bond herein provided for shall be declared forfeited at the option of the Board.

4. **LOWEST PRICE:** The Publisher further covenants and agrees that he is not furnishing under contract executed after January 1st of the year this contract becomes effective to any state, county, or school district in the United States, the textbooks or publications embraced in this contract at a price f.o.b. the Publishers' publishing house below the price stipulated herein. The Publisher further covenants and agrees that if at any time during the period of this contract the textbooks or publications herein named shall be contracted for at a price f.o.b. at the Publisher's publishing house to any other state, county, or school district in the United

**TEXTBOOK CONTRACT  
PAGE TWO**

States lower than the price agreed upon in this contract, then that lower price shall become the contract price between the Board and the Publisher named herein. The Publisher further covenants and agrees that if, at any time during the period of this contract, any editions of the textbooks or publications herein named similar to the Official Copy on file in the office of the State Superintendent of Education shall be contracted for at a lower price f.o.b. at the Publisher's publishing house with any other state, county, or school district in the United States, the Board may at its option substitute for the edition herein contracted for the said edition at said lower price. If the publisher offers any free or discounted ancillary items or services, or both, to any local board of education or any public school, the publisher shall offer the same free or discounted ancillary items or services, or both, to all local boards of education or schools under the same or similar circumstances.

If the Board shall find that any such book or books so contracted for are being sold at a lower contract price f.o.b. at the Publisher's publishing house in any other state than the price for which they are being sold in Alabama, the contract shall, at the discretion of the Board, be immediately voidable without notice to the Publisher. The Publisher further covenants and agrees that in the event of violation of this pricing agreement all money collected by the Publisher for such books shall be returned and shall forfeit said book or books to the State, this being the agreed measure of damages stipulated to have been suffered by the Board. Suit may be brought in the name of the State on the bond of the Publisher, or in the State of Alabama, at the Board's discretion, for all losses sustained. The Publisher shall be responsible for all costs and expenses, including reasonable attorney's fees, incurred in said suit.

5. SPECIMEN COPIES: It is further understood and agreed that the Publisher will furnish the State Superintendent of Education and each county and city superintendent, where such book or books are locally adopted, with an official copy of each and every textbook included in this contract which shall meet in full the Official Minimum Manufacturing Standards and Specifications approved by the Board, except for specific exemptions approved by said Board at the time of adoption.

6. LEGAL PROVISIONS: It is understood and agreed between the parties hereto that this contract is made in pursuance of and with reference to Ala. Code, §16-36-60, et. seq. (1975), and said Law is hereby made a part of this contract as if fully set out. The Warranty by Publisher is by reference made a part of this contract as if fully set out. The Publisher warrants that the State of Alabama shall not be liable to the said Publisher in any manner or in any sum whatsoever in consequence of the execution of this contract, but that the said Publisher shall rely solely, exclusively, and entirely for its pay and compensation upon and from the proceeds of the sale of the textbooks or publications embraced in this contract. In the event suit is brought by the State to enforce any term of this agreement or to collect any forfeiture provided herein, the Publisher agrees to pay a reasonable attorney's fee and all other reasonable expenses incurred by the State incident to each such suit.

It is further understood and agreed between the parties hereto that this contract is made in pursuance of and with reference to Ala. Code § 16-36-64 which, as pertinent, provides that "[n]o contract shall be made pursuant to this article for the purchase of textbooks rejected by the State Board of Education. The only contracts entered into by the State Board of Education pursuant to this article shall be for textbooks considered by the State Textbook Committee and adopted by the State Board of Education as provided for in this article."

In addition to all other laws which forbid the use of textbooks in the public schools of the state by authors who are members of the Communist Party or members of communist front organizations, all contracts with publishers for textbooks made pursuant to this article shall stipulate that the author or authors of such book or books is not a member of the Communist Party or known advocate of communism or Marxist socialism and is not a member of a communist front organization.

Accordingly, the Board and the Publisher expressly acknowledge and agree that the Board's obligations under this contract are contingent on an affirmative, final, and duly recorded vote of the Alabama

**TEXTBOOK CONTRACT**  
**PAGE THREE**

State Board of Education signifying formal adoption and placement of textbooks and/or publications specified in the resolution or motion constituting such adoption and approval.

Publisher further expressly acknowledges and agrees that (1) there is no guarantee that the Board will vote to approve any of its textbooks and/or publications for inclusion on the official state approved textbook list; (2) this contract shall have no effect unless and until the State Board of Education affirmatively votes to include textbook(s) and/or publication published by the Publisher in accordance with applicable state law and then shall be effective only as to such textbook(s) and/or publications as are specifically adopted and approved ; and (3) it has no rights under this contract if such approval is not granted.

7. **RIGHT TO CHANGE LAW RESERVED BY STATE:** It is hereby understood and agreed between the parties hereto, and it is hereby made a condition of this contract and each and every part thereof that nothing in this contract shall be held or construed to limit, restrict, or impair the right of the Legislature of the State of Alabama to make any change or changes, alterations, or amendments in the statutes under which this contract is made or awarded, anything in this contract to the contrary notwithstanding. In all respects this contract shall be deemed subordinate to the right of the Legislature of the State of Alabama to amend, modify or repeal any of the statutes relating to textbooks for the public schools, in which event the terms of the contract insofar as it may be in conflict with such future laws of the State of Alabama as may be enacted by the Legislature on the subject of school textbooks shall be deemed abrogated and of no effect. In the event any material change in said statute shall be made which shall be to the disadvantage of the contracting parties hereto to continue this contract under said statutes as changed, either party hereto may rescind this contract by written notice of the intention to do so at any time within ninety days after the effective date of any such changed statute.

8. **ACCESSIBLE ELECTRONIC FILES:** The Publisher acknowledges that included among the requirements, obligations and stipulations imposed upon the Publisher by said laws, whether or not enumerated in this contract or in any other document, is a requirement to furnish a valid file that complies with the National Instructional Materials Accessibility Standard (NIMAS) for each textbook or print instructional material and to send such file to the National Instructional Materials Access Center (NIMAC) at the American Printing House for the Blind. Further, upon request of the State Superintendent of Education, complete and satisfactory copies of computerized instructional material files of instructional material purchased by this contract are to be provided for production of Braille instructional materials or other versions of instructional materials to be used by students with disabilities. Computerized instructional material files shall be provided in one of several optional formats specified by the State Board of Education and/or any specified format from which versions of the instructional materials can be produced for students with disabilities.

9. **REQUIRED BOND:** The Publisher further covenants and agrees that at the time of the execution of this contract, it will execute and deliver to the Board a bond in the sum of **Five Thousand Dollars** conditioned for the faithful, honest, and exact performance of this contract, and that the same shall provide for the payment of a reasonable attorney's fee by the Publisher in case of recovery thereon in any suit upon the same, with a guaranty company authorized by law to do business in the State of Alabama as surety on the said bond, to be approved by the Board; and that said bond shall not be exhausted by a single recovery, but may be sued on from time to time until the full amount thereof shall be recovered. The Board, through its Secretary, may at any time during the continuance of this contract, by giving thirty days' notice, require the Publisher to give such additional security or additional bond for the faithful performance of this contract, or of the matters and things stipulated to be performed by the Publisher; and the Publisher agrees hereby to give such additional security or execute and deliver an additional bond on such notice by and from the Board. Should the Publisher fail or refuse to give such additional security or additional bond after thirty days' notice, this contract and the bond herein provided for may at the option of the Board be forfeited.

**TEXTBOOK CONTRACT**  
**PAGE FOUR**

10. CANCELLATION OF CONTRACT: After the expiration of the first year of this contract, the Board shall have the power to drop any textbook or publication named in this contract or terminate this contract in whole or in part by giving written notice to the Publisher at least ninety days in advance. This contract is subject to the availability of funds appropriated by the Alabama Legislature and may be terminated by the Board for failure of the Legislature to appropriate sufficient funds to purchase said textbooks by giving written notice to the Publisher ninety days prior to the effective date of termination. The Publisher shall have the right to terminate this contract in whole or in part at the end of the fourth year of the contract provided written notice has been given to the Secretary of the Board six months in advance thereof.

11. By entering this agreement, the Board does not waive its right to sovereign immunity as expressed in the Constitution of Alabama. If any provision of this contract is found to be void or unenforceable, the remaining provisions shall remain effective or be amended at the sole discretion of the Board. This contract shall be governed by the laws of the State of Alabama. It is understood that there is no entitlement to any state merit system benefits to anyone working under this Agreement.

- a. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustments of the State of Alabama.
- b. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of Alabama State Bar.
- c. This Agreement is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made.
- d. Neither party shall have the right to assign or transfer its rights or obligations under this Agreement without the consent of the other party.
- e. This Agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.
- f. This Agreement may be terminated by either party upon receipt of a 30-day written notification.
- g. The State Superintendent through his designated representatives, will sponsor and approve the purposes, administration and supervision of all phases of the service to be provided.
- h. Contractor agrees to retain and make accessible for audit original and supporting documents that substantiate direct (and indirect, if applicable) costs charged to this program for five years after final claim to the ALSDE and, if applicable, until any audit exceptions are resolved. The resolution of any audit exceptions will be the responsibility of Contractor.
- i. All provisions of this Agreement shall be construed according to the laws of Alabama.



Bond # \_\_\_\_\_

STATE OF ALABAMA  
MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_,  
(Publisher)

a corporation organized under the laws of the State of \_\_\_\_\_ and duly  
authorized under the laws of Alabama to do business as a foreign corporation in Alabama and with its  
principal place of business in Alabama at \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation organized under the laws  
(Surety)

of the State of \_\_\_\_\_, and authorized to do business in Alabama under its  
laws and with its principal place of business in \_\_\_\_\_ at \_\_\_\_\_, as  
(State)

Surety, are held and firmly bound unto the State of Alabama, in the penal sum of (\$ \_\_\_\_\_)  
\_\_\_\_\_ Dollars, for the payment of which well and  
truly to be made, we bind ourselves and each of us, our heirs, executors, administrators and assigns,  
severally and jointly by these presents.

GIVEN UNDER OUR HANDS AND SEALS, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that whereas the above bound  
\_\_\_\_\_  
(Publisher)  
Alabama under date of \_\_\_\_\_, 20\_\_\_\_\_, to furnish books therein specified  
for use in the public schools of this State, a copy of which contract is hereto, attached and made a part  
of this obligation:

NOW THEREFORE, if the said \_\_\_\_\_ shall well and  
(Publisher)  
truly comply with the terms and conditions of said contract on its part to be performed then this  
obligation to be null and void, otherwise to remain in full force and effect.

Publisher \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_