



# California Community Colleges

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## Request for Proposal (RFP)

**California Community Colleges Chancellor's Office**

**Zero Textbook Cost Program**

**EDUCATIONAL SERVICES AND SUPPORT DIVISION**

**Funding Years** Fiscal Year 2025 through 2031 (5.5 years)

**Release Date** Friday, Aug. 8, 2025

**Number of Awards** 1

**Questions Deadline** Written questions about the Request for Proposal must be received by 5 p.m. on Friday, Sept. 5, 2024, via email to James Todd at [JTodd@CCCCO.edu](mailto:JTodd@CCCCO.edu) and Chad Funk and [CFunk@CCCCO.edu](mailto:CFunk@CCCCO.edu) with the email subject line: [Vendor name] OER Platform Question.

**Bidders' Zoom** Friday, Aug. 15, 2025, 9 - 10 a.m.  
**Conference** <https://cccco.zoom.us/j/86102776954>  
Meeting ID: 861 0277 6954

**Prop Deadline** Proposals must be received by 5 p.m. on Friday, Sept. 12, 2025, via electronic email to [ZTC@CCCCO.edu](mailto:ZTC@CCCCO.edu) with the RFP as a PDF attachment.

Administered by the  
California Community Colleges Chancellor's Office  
Educational Services and Support Division  
1102 Q Street, 6<sup>th</sup> Floor  
Sacramento, CA 95811

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## 1.0 Introduction

The California Community Colleges Chancellor's Office (Chancellor's Office) invites qualified vendors to submit proposals for the purpose of awarding a vendor agreement to develop and maintain an Open Educational Resources (OER) Platform that is customized to address the needs of the California Community Colleges, which includes districts, colleges, and the Board of Governors for the California Community Colleges (collectively referred to as "CCC"), as delineated in this document. The OER Platform will support the discovery, sharing, development, editing/remixing, and use of OER. It will serve as an OER:

- Repository, housing available OER (course content and ancillary resources) in a searchable, discoverable, and accessible manner that allows for downloading and printing, as appropriate.
- Referral database (aka "referatory" or "directory") guiding users to available OER or freely available online resources not housed in the Platform, such as large multimedia files and complete courses.
- Editor, facilitating the authoring, adaption, and re-mixing of content.
- Publisher, providing access to OER content that can be accessed via the Platform, downloaded in specified formats, imported into a course management system, and printed locally or on-demand via a vendor that provides the service at cost.

Qualified vendors are invited to submit proposals with the intent of establishing an ongoing business partnership with the Chancellor's Office. This document provides:

- Required qualifications for potential vendors,
- Required and desired specifications and capabilities of the OER Platform,
- Vendor user-support responsibilities,
- Cost proposal and timeline expectations,
- Instructions for submitting a proposal, and
- Procedure and the criteria by which a vendor will be selected.

The Chancellor's Office, upon selection of one vendor, will prepare a multi-year agreement for the estimated period of Jan. 5, 2026 through June 30, 2031 with option for a two-year renewal at the Chancellor's Office's sole discretion.

## 2.0 Background

The California Community Colleges is the largest higher education system in the nation with 116 colleges and 73 districts serving 1.8 million students each year. Community colleges provide associate degrees, workforce training and certificates, foundational courses in English and Mathematics and prepare students for transfer to four-year colleges and universities. The mission of the Chancellor's Office is to empower the community colleges through leadership, advocacy and support.

The Board of Governors for the California Community Colleges is a state entity, and an 18-member body; 17 members are appointed by the Governor, and the Lieutenant Governor is an ex officio member. The Board provides regulatory and policy leadership to the community college system. The Chancellor's Office is the administrative arm of the Board and is also a state agency.

The Chancellor's Office is seeking a qualified vendor to partner with the Chancellor's Office to provide a Web-accessible OER Platform to serve, in addition to numerous other functions, as the primary repository for CCC OER materials developed the Zero-Textbook-Cost Degree Grant Program established by Education Code Sections 78050-78052. The OER Platform is to be designed and implemented with cloud-based architecture that can facilitate effective uploading, authoring, printing, and collaborative development of OER. The OER Platform is to be searchable by discipline (subject), course, general education area (if applicable), license, type, and other attributes as determined by the Chancellor's Office. The OER Platform will support the creation and sharing of both OER content and ancillary resources. The procurement of an OER Platform will support the sustainability of the substantial investment made by the ZTC Degree Grant Program.

The successful vendor will enter into a vendor agreement with the Chancellor's Office's fiscal agent, Santa Clarita Community College District, (substantially in the form of the attached exemplar, Attachment #2), for the Jan. 5, 2025 through June 30, 2031, estimated time period. The Chancellor's Office anticipates an agreement amount of approximately 5 million dollars. It is estimated that 1.4 million dollars will be required for the initial year funding for development, set-up, and launch of the OER Platform followed by annual maintenance costs totaling approximately 3.6 million dollars in the remaining years of the vendor agreement time period. Vendors are welcome to submit proposals that are lower in total cost than these anticipated amounts.

The Chancellor's Office decision to award one vendor will be determined based upon a weighing of the quality, qualification, and expertise of the vendor to perform the anticipated scope of work, as well as the cost proposals received. The successful vendor must meet all of the requirements and address the desired attributes of this RFP and best serve the vision and mission of the California Community Colleges (see [Vision for Success](#) and [Governor's Roadmap](#)).

## 3.0 Vendor Qualifications for Proposal Response

The overall capacity of the vendor to successfully develop, implement, and support an OER Platform for the California Community Colleges is dependent upon the vendor's foundational knowledge, technical expertise, and capacity to provide an OER Platform with the specified capabilities. vendor shall provide the following information:

## **A. Capability to Provide Services**

- RFP Understanding: Vendor will provide a synopsis of the RFP's requirements and an affirmation that it can meet these requirements.
  - If a vendor believes additional tasks are needed to accomplish the CCCCCO's goals, identify them, explain why they are needed, and how the vendor would perform them.
  - If a vendor believes that they cannot meet some of the requirements, but can provide an alternative solution, provide the alternative solution(s).
- OER Platform Capability: The vendor must explain their approach to either build an OER Platform to meet the specifications of this RFP, or the ability to modify an existing platform to meet the specifications of this RFP.
- Experience Providing Training: Summarize experience with providing platform-related training(s), mode of delivery, average number of attendees, outcomes achieved, etc.
- Accessibility: Discuss the vendor's experience with ensuring accessibility and maintaining compliance with accessibility standards.
- Experience with OER Standards: The vendor must demonstrate familiarity with OER-related standards, such as Creative Commons licensing and metadata standards (e.g., Dublin Core, LOM).

## **B. Experience in the Education Sector:**

- Competence and Knowledge: The vendor must demonstrate that they have a minimum of five years' experience providing services similar to those described in Section 4.0, Required Functionalities and Features. An entity or company with fewer than five years of such experience is eligible to submit a proposal if key personnel on the proposal team have the minimum required experience.
  - Include track record of educational software development: Knowledge of e-learning platforms, adaptive learning technologies, student engagement, and assessments.

## **C. Project Management and Execution**

The vendor should provide information showing how they meet the following:

- Agile Development Experience: The vendor should be experienced in agile methodologies, allowing for iterative development, flexibility in feature changes, and continuous feedback.
- Project Management Skills: A solid process for managing timelines, milestones, and deliverables.
- Support for Scaling: The vendor should demonstrate an ability to design and implement platforms that can scale with the growth of content, users, and features.

#### **D. Reputation and References**

- Client References: The vendor will provide previous projects, particularly in the OER or educational sector and references from clients indicating the organizations, contact persons, and present status of the projects.
  - Industry Recognition: Positive reviews, case studies, or awards in the ed-tech space.
  - Commitment to Open-Source or Open Standards: If the platform is open-source, or adheres to open standards, it can increase flexibility, transparency, and long-term viability

### **4.0 Requirements for Proposal Response – OER Platform**

#### **A. Required Functionalities and Features:**

100	OER Platform Capabilities
	<p>Vendor shall describe its recommended approach for designing, building, implementing, and sustaining a cloud-based OER Platform for the Chancellor’s Office and system colleges. The OER platform must be flexible and adaptable to changing technologies to remain viable for system-wide use. The proposal should describe, in sufficient detail, to evaluate each criterion, how the vendor will:</p> <ul style="list-style-type: none"> <li>● Host openly licensed content, ancillaries, and homework systems.</li> <li>● Provide access to a wide range of OER.</li> <li>● Import existing OER into the platform for adoption or adaptation (i.e., import static OER into the platform for modification).</li> <li>● Allow users to upload existing OER, adapt OER, create new OER, and collaboratively develop or revise OER.</li> <li>● Provide a user-friendly interface for content and assessment editing.</li> </ul>

- Make available content searchable by specified parameters.
- Grant users the ability to access and save OER in a variety of formats.
- Deliver a print-on-demand option that allows users to obtain printed OER at-cost.
- Support the integration of multimedia into OER.
- Deliver a streamlined mechanism for importing OER into a course management system (e.g., Common Cartridge export capability).
- Give each California community college the ability to showcase the OER used or developed by that college.
- In circumstances where OER are already hosted on suitable platforms or a course management system that is external, the OER Platform must provide searchable functionality serving as a reference source that supports search and acquisition of the materials from those external platforms/systems.
- Integrate new/emerging technologies.

Required functions and capabilities include, but are not limited to, the following:

#### 1. Content Creation and Authoring

- WYSIWYG (What You See Is What You Get) editor for easy content creation.
- Promote the development of accessible content by providing a structure that, at a minimum, promotes the appropriate use of headers, requires the inclusion of alternative text when warranted, facilitates the proper formatting of tables, prevents the use of color combinations without sufficient contrast, and provides a built-in accessibility checker.
- Support to house and/or integrate multiple media formats (e.g., images, audio, video, interactive elements).
- Ability to create and edit content collaboratively (multi-user editing).
- Version control to track changes and revisions.

	<ul style="list-style-type: none"> <li>• Support for modular content structure (e.g., chapters, sections, lessons).</li> </ul> <p>2. Content Management and Organization</p> <ul style="list-style-type: none"> <li>• Metadata tagging for easy discoverability (e.g., discipline, course, license type).</li> <li>• Categorization and filtering by discipline, course, general education area, and resource type.</li> <li>• Search functionality with advanced filters.</li> <li>• Cloud-based storage for easy access and updates.</li> <li>• Ability to house ancillary resources that are both generally available (e.g., PowerPoints, worksheets) or only accessible to specific users (e.g., assessments).</li> </ul> <p>3. Assessment and Homework Capabilities</p> <ul style="list-style-type: none"> <li>• Customizable question types: Multiple-choice, short answer, fill-in-the-blank, essay, drag-and-drop, and coding exercises.</li> <li>• Allow for questions to be copied and remixed.</li> <li>• If a desired assessment approach is not accessible, the platform will enable authors to include alternatives or incorporate a redirect.</li> <li>• Question Banks: Allow users to create, import, and organize reusable questions.</li> <li>• Capability to develop new question types and/or technology needed for specific discipline needs.</li> <li>• Multimedia Integration: Support images, videos, and audio in questions.</li> <li>• Required Assessment Functionality/Options (as appropriate): Randomization (shuffle questions and answers) automated scoring, customizable feedback, partial credit, rubric-based grading</li> </ul>
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	<ul style="list-style-type: none"> <li>● Mobile support: Fully responsive web design or a dedicated mobile app for iOS and Android.</li> </ul>
	<p>4. Licensing and Copyright Management</p> <ul style="list-style-type: none"> <li>● Integration of open licenses (Creative Commons, GNU, etc.) and the ability to track the use of multiple licenses within a resource.</li> </ul>
	<p>5. Interactivity and Collaboration</p> <ul style="list-style-type: none"> <li>● Provided collaborative workspaces for group projects or co-authoring resources.</li> <li>● Facilitate tracking of collaborative projects.</li> </ul>
	<p>6. Integration, Interoperability, and Usability</p> <ul style="list-style-type: none"> <li>● Support for LTI (Learning Tools Interoperability) to connect with course management systems (e.g., Canvas).</li> <li>● SCORM/xAPI compatibility for tracking learner progress.</li> <li>● Import/export functionality for common educational formats (EPUB, PDF, HTML, etc.).</li> <li>● Ability to download materials for offline use.</li> </ul>
	<p>7. Discoverability and Community Engagement</p> <ul style="list-style-type: none"> <li>● Ratings, reviews, and feedback mechanisms.</li> <li>● Adoption reporting.</li> </ul>
	<p>8. Analytics and Reporting</p> <ul style="list-style-type: none"> <li>● Tracking downloads, views, and engagement.</li> <li>● User analytics to understand learner behavior.</li> </ul>
	<p>9. Sustainability and Maintenance</p>

	<ul style="list-style-type: none"> <li>• Open-source or community-driven development to ensure long-term availability.</li> <li>• Regular updates and security patches.</li> <li>• Annual review to assess platform performance, accessibility, and system needs.</li> </ul>
200	Content Accessibility and Security Requirements
	<ol style="list-style-type: none"> <li>1. OER Platform must be WCAG 2.1 AA accessibility-compliant, and maintain compliance with WCAG AA standards as they evolve, as recommended by <a href="https://www.w3.org/TR/WCAG21/">https://www.w3.org/TR/WCAG21/</a></li> <li>2. Accessibility and inclusivity <ul style="list-style-type: none"> <li>• Text-to-speech and screen reader support.</li> <li>• Support for multiple languages and translation features.</li> <li>• Adjustable fonts, contrast, and other customization for diverse learning needs.</li> <li>• Integrated mechanisms to support accessibility.</li> <li>• Mobile-responsive design ensuring the platform works seamlessly across devices, such as desktops, tablets, and mobile devices.</li> </ul> </li> <li>3. Ensure that web application development is based on secure coding guidelines, such as the guidelines published by the Open Web Application Security Project (OWASP).</li> <li>4. Vendor will provide a <a href="#">VPAT</a> to document levels of accessibility for platform functions and features prior to platform launch.</li> <li>5. Protections against machine-based spamming and automated materials uploads to ensure authentic material availability.</li> <li>6. Integration and Accessibility: Course management system compatibility (i.e., support integration into a course management system), mobile-friendly (optimized for smartphones and tablets), assistive technology support (screen readers, captions,</li> </ol>

	<p>and alternative formats), ensure accessibility of any 3rd party integrations</p> <p>7. Conduct regularly scheduled accessibility audits.</p>
300	System Specifications
	<p>The proposal should describe how the vendor will:</p> <ol style="list-style-type: none"> <li>provide on-demand analytics to authorized users related to platform use traffic, OER materials accessed, new OER materials published, etc.</li> <li>support open standards including LTI (Learning Tools Interoperability) and IMS Global for integration with other educational tools.</li> <li>provide a robust set of APIs that can connect with other educational technology tools and platforms (e.g., assessment tools, video hosting, discussion boards).</li> </ol>
400	Information Security Standards
	<p>Vendor must adhere to all data security policies and procedures established by the Chancellor's Office. The proposal should describe, in sufficient detail, to evaluate each criterion, how the vendor will provide:</p> <p>Data Protection</p> <ul style="list-style-type: none"> <li>Encryption: Ensure any data related to personally identifiable information (PII) is encrypted both in transit (using TLS 1.2 or higher) and at rest.</li> <li>A <u>HECVAT</u> to demonstrate information security for the platform prior to platform launch.</li> <li>Data Isolation: Implement mechanisms to segregate customer data to prevent unauthorized access.</li> <li>Data Retention Policy: Define clear policies for data retention and deletion, ensuring compliance with relevant regulations.</li> </ul> <p>Access Control</p>

- Authentication: Require authentication mechanism for all user account differentiating user roles and rights (e.g., faculty vs administrator) for authorized users from approved institutions that will include CCC faculty, instructional designers, etc. who wish to modify/revise/remix content using OER Platform features.
- Authorization: Implement role-based access control (RBAC) to restrict access based on user roles.

#### Monitoring and Auditing

- Logging: Enable detailed logging for all user and system activities.
- Alerts: Set up automated alerts for unusual or unauthorized activities.
- Vulnerability Scan: Perform internal and external detection of known vulnerabilities and/or unauthorized access. (scope, tools, schedule, priority, mediation, report).

#### Compliance

- Regulatory Standards: Ensure compliance with standards like NIST.
- Third-Party Assessments: Conduct regular security assessments and penetration testing.

#### Incident Response

- Response Plan: Develop and maintain an incident response plan to address security breaches.
- Include clauses for data protection and breach notification in vendor and sub-vendor/contractor agreements.

#### API Security

- Secure APIs: Use secure authentication methods for APIs and avoid hardcoding credentials.
- Rate Limiting: Implement rate limiting to prevent abuse of APIs.

	<p>Sub-Vendor/Contractor Management</p> <ul style="list-style-type: none"> <li>● Third-Party Security: Evaluate the security posture of third-party vendors and integrate their solutions securely.</li> </ul> <p>In addition, the OER Platform must meet the following:</p> <p>Functional Requirements</p> <ul style="list-style-type: none"> <li>● Data Management: Ability to create, read, update, and delete (CRUD) records securely, along with support for importing/exporting data in formats like CSV, JSON, or XML.</li> <li>● Scalability: Enable dynamic scaling to support increased user workloads without performance degradation.</li> </ul> <p>Non-Functional Requirements</p> <ul style="list-style-type: none"> <li>● Performance: Should handle at least 116 concurrent users with a response time of less than 10 seconds.</li> <li>● Uptime: Guarantee 99.9% availability via a Service Level Agreement (SLA) including regular patching, updates, upgrade schedule.</li> <li>● Backup and Recovery: Offer automated daily backups with a disaster recovery plan ensuring recovery within no more than 24 hours.</li> <li>● Disaster Recovery Testing: Disaster recovery plans that are tested regularly (e.g., yearly drills).</li> </ul> <p>Infrastructure Requirements</p> <ul style="list-style-type: none"> <li>● Hosting Environment: Deploy on private tenant space.</li> <li>● Database: Leverage a relational database in a standard format in the event of extract, transform, load (ETL).</li> <li>● Monitoring: Integrate a standard industrial tool for performance and issue tracking.</li> </ul> <p>Student Data/FERPA Privacy and Terms of Use Policy (as applicable)</p>
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- Scope and types of data collected
- Prohibited subjects and types of data
- Consent to Collection and Usage Information Collection procedure
- How data are used
  - Removing or correcting collected information
  - Declaration of non-distribution of user data to entities outside the Chancellor's Office without direct, written permission of the Chancellor's Office
- Other information collected
  - Log Files and Analytics
  - Cookies
  - Do Not Track
  - Information regarding children
- Disclosure policy to other entities
- Student data and FERPA compliance
- Compliance with GDPR and other similar data privacy standards
- Provide data to the Chancellor's Office related to user interaction, experience, and activities within the OER Platform upon request from the Chancellor's Office within a reasonable timeframe of no less than 30 days
- Ensure enforcement of Student Data and FERPA Privacy Policy
- Agreement of no sharing/selling/marketing of end-user data and student data

## **B. Additional Desired Features and Functionality:**

- Clear display of license types on – and within - each resource.
- Built-in tools to help users customize and remix content without violating license terms or copyright requirements.
- Support for annotations and comments on materials.
- Ability to organize resources into collections, courses, or learning pathways
- Progress tracking across devices.
- Integration with the CA state Library Services Platform (LSP)
- Adaptive learning paths: Auto-adjust difficulty based on student performance.
- Recommendation system based on user activity and preferences.
- Reports on content usage and remixing trends.
- Allow for oral assessments with necessary accessibility support.
- Reports on content added to the Platform that are customized to populate required fields in COOL4Ed.
- OER Platform shall utilize submission information from colleges to automate a template generated by the CCCCCO and CSUCO to post OER reference information in the Cool4Ed platform
- The platform shall provide a user-centered design that is intuitive, easy to navigate, and engaging - particularly for educators, students, and administrators.

## **5.0 Vendor User-Support Responsibilities**

The proposal shall include a customized plan that provides end-user technical support, professional development training for instructors' use of the platform and on-demand access to platform use metrics for colleges' authorized users, Chancellor's Office staff and identified partner agencies. This work will include:

- responsive support for end-user authentications for new and returning platform users.
- a designated point of contact to provide expert troubleshooting if identified platform issues are discovered.

- ongoing support for troubleshooting issues, bug fixes, and updates after the platform is live.
- providing all required maintenance and updates.
- developing a process to notify end-users of expected and unexpected outages or delays due to platform maintenance, upgrades, interruptions, etc.
- creating and providing a minimum of 3 live introductory platform trainings during the first year of the contract that are saved and available to end-users on-demand.
- providing live training upon launching platform enhancements, changes to functionality, and/or new features being introduced that are saved and available to end-users on-demand.
- maintaining an on-demand library of comprehensive trainings, resources and "how-to" guides for administrators, educators, and students (if applicable) to effectively use the platform and answer platform functionality/process questions.
- ensuring data metrics are available for colleges' identified authorized users, Chancellor's Office staff, and identified affiliate personnel to acquire data related to system use and OER access.
- engaging with the wider OER community to ensure the platform evolves with industry needs and standards

## 6.0 Vendor User-Support Responsibilities

The Chancellor's Office seeks a cost structure that is responsive to the competing financial pressures faced by the CCC and incentivizes performance of the functions described in this RFP. Provide responses to items A - C indicated below:

**A. Cost Itemization:** Discuss your proposed fee arrangement based on the following:

- Total Project Cost categorized by the following:
  - Employee Compensation including associated benefits
  - Direct or Hard Costs, excluding employee compensation
  - Training and training development expenses
  - Travel expenses (if applicable)



- Indirect Costs (if applicable)
- Other Costs as necessary for the project and not accounted for above
- Indicate anticipated approximate costs by function (e.g., platform development, development of training resources, provision of training), time, and hourly billing rates
- Costs for any subcontractors or external service providers (if applicable).

Vendor is to propose a budget plan for the provision of services. Initial funding of up to 10% of the proposed total budget can be included to initiate the project. Thereafter, the vendor will indicate the quarterly expenses extending until June 30, 2031. It is the expectation that all project deliverables will be met regardless of whether completing the work requires more or fewer hours to achieve the deliverables.

## **B. Cost and Value**

- Transparent pricing: Clear and understandable pricing models, whether it's a one-time fee, subscription-based, or a mix of both.
- Value proposition: The vendor should offer good value by balancing cost with functionality, scalability, and quality. Consider long-term costs for hosting, licensing, and scaling.

## **C. Plan and Timeline for Deliverables:**

- The vendor will explain what will be required for the OER Platform creation (or modification of a current platform to meet the RFP requirements), and how the vendor will provide the services required in the RFP for the duration of the contract period. A visual graphic of the timeline can be included with, but not as a substitute for, a written plan.

## **7.0 Proposal Content and Format**

Proposals should be of professional quality in content and appearance with 12-point font, double-spacing and normal margins without decorative borders, artwork or other unnecessary graphics. Each section of the RFP should be compliant with the specified word and/or page limits indicated herein and separated with page breaks between sections. All descriptions and information should be clear, concise, and provide sufficient information to minimize questions and assumptions. The Chancellor's Office accepts no financial responsibility for any costs incurred in the preparation of proposals. Upon receipt at the Chancellor's Office, all proposals submitted in response to this RFP will become the property of the Chancellor's Office.

The following instructions prescribe the mandatory written Proposal Format. Proposal Format instructions must be followed, and all listed items must be included. Failure to prepare proposals in

the following required format may result in elimination from proposal evaluation. Each proposal must include the following:

**Cover Letter** (2 pages maximum)

Your proposal cover letter should be signed by an officer authorized to bind your organization contractually, state that the proposal is firm for a 90-day period from the proposal submission deadline, and provide the name, title, address, and telephone number of the individual to whom correspondence, inquiries, and other contacts should be directed during the selection process.

**Table of Contents** (1 page maximum)

A Table of Contents must be included in the proposal not to exceed 1 page.

**Doing Business in California** (1 page maximum, not including copy of valid business license)

A statement acknowledging that the vendor and its subcontractor(s) have been in existence as a business entity performing services similar in scope and magnitude as required in this RFP for at least three years in California. The vendor must acknowledge they are in good standing with the State of California by attaching a copy of its valid business license.

**Vendor Qualifications** (5 pages maximum)

This section should address the vendor's qualifications as noted in Section 3.0, including the Capability to Provide Services, Experience in the Education Sector, Project Management and Execution, and Reputation and References.

**Proposed Solution to Requirements for OER Platform Solution** (10 pages maximum)

This section should articulate the proposed solution your organization has identified to meet the project needs based on your understanding of the requirements outlined in Section 4.0a. If the vendor can provide the Additional Desired Features and Functionality items in Section 4.0(b), then include these in the proposed solution. If requirements specified in the RFP cannot be met by the vendor, then an explanation should be provided with alternative options to address the need. Please group your response by the number assigned to each requirement.

**Vendor User-Support Responsibilities** (3 pages maximum)

The proposed solution should provide a user-support plan identifying how the vendor will provide support functions as outlined in Section 5.0. This should include initial and ongoing user training, a service support help desk, OER Platform access support, process guides for platform functionality, data metrics provision, bug fixes and updates, and notifications to end-users for enhancements and process upgrades.

**Cost Proposal** (5 pages maximum)

This section should discuss your cost proposal as outlined in Section 6.0 including the budget for the project and timeline for implementation.

**Other information** (If applicable, 3 pages maximum; VPAT and HECVAT, if currently available, can be included in this section and not count toward the 3-page maximum)

Any other information that the vendor seeks to share related to the RFP is to be included after the Cost Proposal section and be provided in a stand-alone section instead of included with any of the sections above.

## 8.0 RFP Timelines

The Chancellor’s Office has identified the following tentative timetable:

- Aug. 8, 2025 – Request for Proposal Published
- Sept. 12, 2025 – RFP Responses Due
- Sept. 26, 2025 – Selection Team Evaluations Completed
- Oct. 3, 2025 – Notice of Intent to Award Issued
- Nov. 20, 2025 – Tentative Final Award
- Jan. 5, 2025 – Proposed start date of vendor agreement

## 9.0 Proposal Evaluation

All proposals received on or before the final submission date and time will be evaluated as outlined below by a Review Committee appointed by the Chancellor’s Office. The award of a vendor agreement will be made to one vendor that best serves the interests of the California Community Colleges. The Chancellor’s Office reserves the right to modify and/or suspend any and all aspects of this procurement, to obtain further information from any firm or person responding to the RFP, to waive any informality or irregularity as to form or content of this RFP or any related response, to be the sole judges of the merits of the proposals received and to reject any or all proposals.

### a. **Proposal Evaluation Criteria**

The Evaluation Team will balance the evaluation criteria below, and the Chancellor’s Office anticipates weighting these factors as follows:

Approximate Weight	Evaluation Criteria
50%	The <b>Proposed Solution to Requirements for OER Platform Solution</b>

	includes demonstrated ability to meet the requirements described in Section 4.0 A/B of this RFP and completeness in addressing those requirements.
25%	The <b>User-Support Responsibilities (Service and Support)</b> described by the vendor to provide OER Platform training, support access, respond to inquiries, and address needed updates during the contract as outlined in Section 5.0.
15%	The <b>Cost Proposal and Timeline</b> as outlined in Section 6.0.
10%	The <b>Vendor Qualifications</b> of the organization include general qualifications, specialized qualifications and professional competence in areas directly related to this RFP that demonstrate appropriate skill level to meet the proposal as outlined in Section 3.0.

a. **Proposal Evaluation**

Proposals that meet all requirements outlined in this RFP will be evaluated and scored by the Review Committee. Each committee member will independently evaluate the vendor's proposal using the Evaluation Scoresheet outlined in Attachment # 1. A single score for each proposal will be reached by averaging the committee members' evaluation scores for each vendor. Any vendor agreement resulting from this RFP will not be awarded based solely on the lowest cost proposal or the highest written proposal score, but it will be awarded to the vendor who possesses a combination of desired qualifications and competitive fees.

b. **Unresponsive Proposals Evaluation Criteria**

Proposals must address each requirement as specified in this RFP. If a proposal is not complete, it may be deemed unresponsive and disqualified from consideration. Accuracy of a proposal is the responsibility of the vendor.

c. **Rejection of Proposals**

The Chancellor's Office reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, the proposal that best meets the project's needs.

d. **Clarifications of Proposals**

The Chancellor's Office or Review Committee may request clarifications from vendors at any phase of the evaluation process for the purpose of eliminating ambiguities in the information presented in the vendor's Proposal. Alternatively, the Chancellor's Office may waive minor and/or immaterial irregularities or informalities in any proposal in response to this RFP. However, such waiver shall in no way modify the RFP documents or excuse the vendor from full compliance with the RFP

requirements. The failure of any vendor to respond timely, completely and accurately to any such inquiry may result in rejection of the vendor's proposal for non-responsiveness.

## **10.0 Award of Agreement and Appeal**

### **a. Notice of Intent to Award**

Following the submission and acceptance of the Review Committee's recommendation, the Chancellor's Office will issue a Notice of Intent to Award, identifying the most qualified vendor to whom the Chancellor's Office intends to award an agreement, if any. The selected vendor will be required to sign a vendor agreement consistent with the attached template (Attachment #2). The Chancellor's Office reserves the right to change or edit the vendor agreement at any time prior to signing by the selected vendor.

### **b. Appeal of Award**

As described in the Chancellor's Office Contracts and Grants Manual, an appeal of the award must be in writing signed by vendor's president or designee. The appeal must be emailed to the Associate Vice Chancellor of Educational Services and Support, James Todd, at [jtodd@cccco.edu](mailto:jtodd@cccco.edu) within ten (10) calendar days after the date the notice of intent to award is posted. The appeal must specify the grounds of appeal and must be based on the process and/or procedures used in the review and recommendation of proposal for awards. The Chancellor's Office will review all the information submitted with the appeal and render a decision within 30 calendar days of the date of receipt of the appeal. The decision of the Chancellor's Office is final.

## **11.0 General Conditions**

*Vendor Inquiries.* During the RFP process (from release of this RFP to final award), vendors are not permitted to contact any Chancellor's Office employees unless to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions will constitute immediate disqualification. It is the responsibility of the vendor to inquire about any requirement of this RFP that is not understood solely to the individual indicated on the RFP cover sheet. Responses to inquiries will be disseminated via email. Refer to the cover page for vendor inquiry and response deadlines and Chancellor's Office contact.

*Public Records.* Vendors are hereby notified that the Chancellor's Office is a public agency subject to the California Public Records Act (CPRA) and any proposals, or portions thereof, submitted to the Chancellor's Office in response to this RFPs may be subject to disclosure under CPRA.

*Reserved Rights.* The Chancellor's Office reserves the right to select any organization or reject any or all organizations as determined by the Chancellor's Office; to make such selection without holding interviews or oral presentations; to request additional information; and to negotiate the final terms and conditions of a vendor agreement with the selected organization.

*Oral Statements.* The Chancellor's Office shall not be bound by oral statements or representations

contrary to the written specifications.

*Ownership and Use of Documents.* All documents, reports, proposals, submittals, working papers, or other materials submitted to the Chancellor's Office from a vendor shall become the sole and exclusive property of the Chancellor's Office, in the public domain, and not the property of the proposer, and are subject to public disclosure under the CPRA. A vendor shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted as a result of this solicitation. Further, the Chancellor's Office may utilize concepts submitted via proposal without compensation.

*Qualifications of Vendor.* The Chancellor's Office may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish all information and data for this purpose as the Chancellor's Office may request.

*Execution of Contract.* A contract shall be binding on the Chancellor's Office until it has been approved by the Chancellor's Office, approved as to form by the parties' respective legal counsel, and fully executed by the parties.

*Errors in Proposal.* If the vendor discovers an error in its proposal submitted in response to this RFP, it is the vendor's responsibility to present all corrections during the RFP window (the time following the RFP release and the date the RFP responses are due). Corrections received after the RFP window may result in disqualification from consideration.

## 12.0 Attachment #1

### RFP Scoring Rubric – OER Platform Solution

**Total Points: 100**

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#### 1. Proposed Solution to Requirements for OER Platform (50 Points Total)

##### (Section 4.0 A/B)

*Evaluates completeness, technical soundness, and alignment with functional requirements, accessibility, scalability, integration, and innovation. Desired Features and Functionality embedded within total scores.*

<u>Sub-Criteria</u>	<u>Description</u>	<u>Max Points</u>
Platform Functionalities	Meets/Exceeds all 9 functional areas and content requirements in Section 4.0.A (e.g., content authoring, metadata, search, multimedia, assessments, licensing, collaboration, analytics).	15
Accessibility and Security	WCAG 2.1 AA compliance, secure development practices (OWASP), regular audits, mobile responsiveness, and inclusive features.	8
System Architecture and Specs	Hosting, performance, APIs, interoperability (LTI, SCORM/xAPI), cloud readiness, and scalability.	8
Information Security and Data Privacy	Meets Section 400 standards: encryption, data isolation, RBAC, FERPA/GDPR compliance, backup/recovery, secure APIs, and breach response.	8
Experience with OER and Accessibility	Familiarity with Creative Commons, LOM/Dublin Core, and inclusive education practices.	6

## Standards

Innovation and Additional Features	Adaptive learning, content remixing, AI recommendations, Cool4Ed integration, oral assessments, user-centered design, etc.	5
<b>TOTAL (Proposed Solution)</b>		<b>50</b>

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### **2. User-Support Responsibilities (25 Points Total)**

#### **(Section 5.0)**

*Evaluates vendor's ability to provide responsive, high-quality support and training to diverse stakeholders over contract lifecycle.*

<b>Sub-Criteria</b>	<b>Description</b>	<b>Max Points</b>
Support Infrastructure and Responsiveness	Ticketing systems, dedicated contacts, uptime notifications, bug fixes, platform maintenance.	7
Training Plan	Initial and ongoing training sessions (live and on-demand), support materials, training formats and frequency.	6
Documentation and Self-Help Resources	Quality and depth of how-to guides, FAQs, knowledge base, and accessibility of support documentation.	4



Data Access and Reporting Support	On-demand access for colleges and stakeholders to usage metrics, data dashboards, and integration with CCCCCO data needs.	4
Community Engagement and Iterative Improvement	Demonstrated plan for engaging with OER and ed-tech communities, incorporating feedback and best practices	4
<b>TOTAL (User Support)</b>		<b>25</b>

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### 3. Cost Proposal and Timeline (15 Points Total)

#### (Section 6.0)

*Evaluates cost reasonableness, transparency, and feasibility of timeline.*

Sub-Criteria	Description	Max Points
Budget Transparency and Itemization	Breakdown of costs by function (e.g., platform development, training), justification, indirect costs, and payment schedule.	6
Cost Effectiveness and Value	Balance between price, quality, long-term value, and sustainability (TCO, licensing, maintenance).	5
Timeline and Deliverables Plan	Clarity of timeline, alignment with contract period, visual timeline (optional), feasibility of milestones.	4
<b>TOTAL (Cost &amp; Timeline)</b>		<b>15</b>

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#### 4. Vendor Qualifications (10 Points Total)

##### (Section 3.0)

*Assesses organizational and personnel qualifications, project management, and reputation.*

Sub-Criteria	Description	Max Points
Experience in Education Sector	Demonstrated success in similar projects, ed-tech focus, references from similar clients.	4
Personnel Expertise	Qualified team, relevant certifications/experience with OER, accessibility, and ed-tech.	2
Project Management Capabilities	Use of agile methods, milestone tracking, change management, and resource planning.	2
Industry Recognition and References	Client testimonials, awards, open-source contributions, and adherence to open standards.	2
<b>TOTAL (Vendor Qualifications)</b>		<b>10</b>

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#### Overall Scoring Table

Category	Weight	Points Available
1. Proposed Solution	50%	50

2. User Support	25%	25
3. Cost Proposal & Timeline	15%	15
4. Vendor Qualifications	10%	10
<b>TOTAL</b>	<b>100%</b>	<b>100</b>

## 13.0 Attachment #2

### Sample Vendor Agreement

This Agreement is made between the Santa Clarita Community College District (“Fiscal Agent”), acting on behalf of the California Community Colleges Chancellor’s Office, and [Vendor Name] (“Vendor”), located at [insert vendor business address].

#### A. Background

Under the authority of Public Contract Code, section 20662, Fiscal Agent acts on behalf of the Chancellor’s Office in the administration of funds appropriated by the California Legislature for the [insert the name of the program that will fund this agreement]. Vendor has been selected by the Chancellor’s Office to provide the goods and/or services described in the Scope of Work to advance this program’s purposes.

The parties agree as follows:

#### B. Term of Agreement

This Agreement commences on the date it is fully executed and expires on June 30, 2031.

#### C. Scope of Work and Budget

[Insert scope of work, budget, payment terms, and payment schedule. The scope of work should be clear and written in plain language so that someone unfamiliar with the subject matter could understand. Where possible, the scope of work should be stated in terms that are measurable, so that when the work has been completed, it will be clear that the agreement has been satisfied. Include as elements of the scope of work, any work plan requirements, and all reporting requirements, including the final report. Ensure that the term of the agreement in paragraph B is sufficient to encompass the full scope of work, and additional time for unexpected delay.]

Sample payment outline:

Activity	Date	Amount
Initial Invoice #1	Jan. 5, 2026	8% of total contract amount
Invoice #2	April 1, 2026	5% of total contract amount
Invoice #3	July 1, 2026	5% of total contract amount
Invoice #4	Oct. 1, 2026	5% of total contract amount
Invoice #5	Jan. 4, 2027	5% of total contract amount
Invoice #6	April 1, 2027	4% of total contract amount

Invoice #7	July 1, 2027	4% of total contract amount
Invoice #8	Oct. 1, 2027	4% of total contract amount
Invoice #9	Jan. 5, 2028	4% of total contract amount
Invoice #10	April 3, 2028	4% of total contract amount
Invoice #11	July 5, 2028	4% of total contract amount
Invoice #12	Oct. 2, 2028	4% of total contract amount
Invoice #13	Jan. 4, 2029	4% of total contract amount
Invoice #14	April 2, 2029	4% of total contract amount
Invoice #15	July 2, 2029	4% of total contract amount
Invoice #16	Oct. 1, 2029	4% of total contract amount
Invoice #17	Jan. 4, 2030	4% of total contract amount
Invoice #18	April 1, 2030	4% of total contract amount
Invoice #19	July 1, 2030	4% of total contract amount
Invoice #20	Oct. 1, 2030	4% of total contract amount
Invoice #21	Jan. 6, 2031	4% of total contract amount
Invoice #22	April 1, 2031	4% of total contract amount
Invoice #23 Final	June 20, 2031	4% of total contract amount

All costs incurred by the Vendor in the performance of the Scope of Work, including travel expenses, shall be included in the payment terms described above.

Total payments to the Vendor under this Agreement shall not exceed \$5,000,000 (actual total to be based upon vendor proposal and agreement of contract).

#### D. Invoice Submission & Payment Process

Vendor will submit invoices quarterly to the Chancellor's Office contact for approval. The initial work invoice to begin developing/implementing the solution will be submitted with subsequent invoices forthcoming on the quarterly schedule. All invoices must include the following information: Vendor name (matching the name appearing on this Agreement); Vendor Taxpayer ID; Vendor contact name; Vendor address; Agreement number; description and date(s) of goods provided or service(s) rendered; Chancellor's Office contact name; invoice date; invoice number; and invoice amount.

The final invoice shall be submitted within 30 calendar days after the final deliverable described in the Scope of Work is completed to the satisfaction of the Chancellor's Office and clearly marked "FINAL INVOICE."

The Fiscal Agent will promptly pay approved invoices received from the Chancellor's Office. The Fiscal Agent will not withhold any federal or state income tax from payments made pursuant to this Agreement.

E. Limits on Attendance and Participation Fees

Fees charged for attendance or participation in any Vendor activities required by this Agreement, if any, must be calculated to offset the estimated costs associated with per-person attendance or participation in the activity to avoid revenue generation. In the event incidental revenue is generated by an activity, the revenue shall be returned to the Fiscal Agent for administration on behalf of the Chancellor's Office.

F. Assignments and Subcontractors

This Agreement is not assignable by Vendor, either in whole or in part, without the prior written consent of the Chancellor's Office and the Fiscal Agent. Any subcontractors retained by Vendor to perform work under this Agreement must be approved by the Chancellor's Office in writing and must abide by paragraphs Q through U and W of this Agreement, any other conditions imposed by the Fiscal Agent and the Chancellor's Office in connection with approval of a subcontractor's participation, and all relevant provisions of state and federal law.

G. Amendment

This Agreement may be amended in writing, signed by both parties, subject to the prior approval of the Chancellor's Office.

H. Performance Evaluation

Vendor may be evaluated by the Chancellor's Office. If the performance is unsatisfactory, Vendor will be provided with a copy of the evaluation and allowed to prepare a response. A response received within thirty (30) days will be kept on-file with the evaluation. Evaluations will be held confidentially and maintained only for internal use.

I. No Waiver of Rights

Any action or inaction by the Fiscal Agent or the Chancellor's Office, or the failure of the Fiscal Agent or Chancellor's Office on any occasion, to enforce any right or provision of the Agreement, shall not be construed to be a waiver by the Fiscal Agent or the Chancellor's Office of their rights and shall not prevent the Fiscal Agent or the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Fiscal Agent and the Chancellor's Office described in this Agreement are cumulative and are in addition to any other rights or remedies that the district or the State may have at law or in equity.

J. Governing Law

This Agreement is made and entered into in the County of Sacramento, State of California. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding any statute which directs application of the laws of another jurisdiction.

K. Hold Harmless

Vendor shall indemnify, defend, and hold harmless the Chancellor's Office, the Fiscal Agent, and their respective directors, officers, employees, agents, volunteers, and authorized representatives against any and all liability, loss, damage, or claims for injury or damages arising from Vendor's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Vendor.

The Fiscal Agent shall indemnify, defend and hold harmless the Chancellor's Office, and its respective directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of the Fiscal Agent's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Fiscal Agent.

L. Termination

This Agreement may be terminated by either party upon 30 days' notice with or without cause. In the event this Agreement is terminated prior to the expiry of its anticipated term, the parties shall take reasonable steps to mitigate any adverse consequences to the other party. Upon termination of this Agreement, Vendor shall be entitled to payment only for services that Vendor satisfactorily performed (as determined by the Chancellor's Office) before the effective date of termination or as part of an orderly wind-down of the Agreement.

M. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Vendor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Vendor advance written notice of such termination, allowing Vendor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

N. Notices

Any notice given to any party under this Agreement shall be in writing, delivered by email to the contacts indicated below, and shall be effective upon receipt.

O.      Contacts

The parties shall use the following contacts for purposes described in this Agreement:

Vendor: [name, title, contact information]	Fiscal Agent: [name, title, contact information]	Chancellor's Office: [name, title, contact information]
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The parties shall promptly notify each other of any changes in this contact information.

P.      Vendor Records

Vendor agrees to maintain and make available to the Fiscal Agent and the Chancellor's Office accurate books and records related to all its activities under this Agreement. Vendor shall permit Fiscal Agent and the Chancellor's Office to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. Vendor shall maintain such data and records in an accessible location and condition for a period of not less than two years from the date of final payment under this Agreement.

Q.      Nondiscrimination

Neither Vendor, nor any director, officer, agent, employee, or subcontractor of Vendor may discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement.

To the extent relevant to the Scope of Work, Vendor, and any director, officer, agent, employee, or subcontractor of Vendor shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Chancellor's Office to implement such article.

R.      Accessibility for Persons with Disabilities

All data processing, telecommunications, and/or electronic and information technology (including



software, equipment, or other resources) developed, procured, or maintained by Vendor, whether purchased, leased, or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)

Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards: Revised 508 Standards and 255 Guidelines ([access-board.gov](http://access-board.gov)) and/or the WCAG 2.1 Level AA criteria (Web Content Accessibility Guidelines (WCAG) 2.1 ([w3.org](http://w3.org))), and guidelines developed by the Chancellor's Office.

#### S. Compliance with Law

In the course of performing this Agreement, Vendor shall observe and comply with all applicable federal, state, and local laws, regulations and ordinances now in effect or subsequently enacted, including all laws governing conflicts of interest.

#### T. Gratuities

Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of the Fiscal Agent or the Chancellor's Office to secure this Agreement or to secure favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the Chancellor's Office shall have the right to recover any loss or damage sustained by the Chancellor's Office in procuring on the open market any items or services that Vendor agreed to supply, and which loss or damage shall be borne and paid by Vendor. The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

#### U. Standards of Conduct

The Agreement will be administered in an impartial manner. Vendor, and its directors, officers, agents, employees, and volunteers will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest. No person related by blood, adoption, or marriage, or having a personal relationship with a director, officer, agent, employee, or volunteer of Vendor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement. Vendor, and its directors, officers, agents, employees, and volunteers will exercise due diligence to avoid situations that may give rise to a claim of favorable treatment on behalf of friends and associates.

Vendor shall not enter into any subcontract of the types described below and any such agreement that may be executed is null and void and of no force or effect.

- a. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Inter-jurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Vendor if that

employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100; Cal. Code Regs., tit. 5, § 50500.

- b. A current state employee (including a current Chancellor's Office employee, or district employee working for the Chancellor's Office on an IJE), cannot enter into a subcontract with Vendor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)
- c. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) may not enter into a subcontract with Vendor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; 87100.)

#### V. Unenforceable Provisions

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement remain in full force and effect.

#### W. Branding

Materials prepared for publication (whether in print or digitally) under this Agreement, if any, must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. All products resulting from this Vendor Agreement or sub-agreements, in whole or in part, shall include attribution to the Chancellor's Office. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to [Brand@CCCCO.edu](mailto:Brand@CCCCO.edu).

#### X. Intellectual Property

##### *Exclusive Property of Chancellor's Office and Assignment*

Vendor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Agreement.

### *Subcontracts*

If Vendor enters into a subcontract for work first developed under this Agreement, the subcontract must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract is executed. The subcontract must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

### *Copyright*

All materials first prepared by Vendor or its subcontractors, if any, under this Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Vendor or its subcontractors, if any, as the author of works produced under this Agreement or any subcontract, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Vendor or its subcontractors, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Vendor or its subcontractors, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Vendor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Vendor that the copyright be registered with the U.S. Copyright Office, Vendor will be responsible for applying for, paying the filing fees for, and securing said copyright.



### *Patents*

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

## *Trademarks and Servicemarks*

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Vendor that a trademark or servicemark be registered with state or federal agencies, Vendor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Vendor. Vendor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Vendor may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

### Y. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of this Agreement, Vendor will make available the personnel assigned to this Agreement for the purpose of testifying. The Chancellor's Office will reimburse Vendor for compensation and travel of said personnel at agreed-upon rates for such testimony as may be requested by the Chancellor's Office.

### Z. Independent Status of Vendor

Vendor, and the directors, officers, agents, employees, and volunteers of Vendor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Fiscal Agent, the Chancellor's Office, or the State of California. This Agreement does not create an entitlement to the receipt of employment benefits of any kind normally provided to employees of the Fiscal Agent, the Chancellor's Office, or the State of California.

### AA. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, wildfires, pandemics, and other natural disasters such that performance is impossible.

### AB. Licenses and Permits

Vendor shall at all times be authorized to do business in California and shall obtain at Vendor's own expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

AC. Captions

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they belong.

AD. Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code, § 11633.1 et seq.).

AE. Review and Representation

Both parties acknowledge that they have had an opportunity to review the terms of this Agreement and to consult with legal counsel. The Agreement shall not be construed against the drafting party.

AF. Execution

The parties have executed this Agreement as of the date(s) indicated below.

For [Vendor Name]

Signature \_\_\_\_\_  
[Name]  
[Title]

Date \_\_\_\_\_

Santa Clarita Community College District  
As Fiscal Agent for the California Community Colleges  
Chancellor's Office

Signature \_\_\_\_\_  
[Name of Fiscal Agent Administrator]  
[Administrator's Title]

Date \_\_\_\_\_