

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

MODIFICATION
Operational Support Services

This is modification number **two (2)** to Agreement Number C1008535, by and between **Riverside County Office of Education**, hereinafter referred to as "RCOE", on behalf of the **California State Library**, hereinafter referred to as "CSL", and **Cengage Learning, Inc.**, hereinafter referred to as "Provider", for the **K-12 Online Content STEAM Resources project on behalf of the California State Library**.

This Agreement is modified in accordance with the modification clause.

Effective **August 1, 2023, through July 31, 2024**, funds have been encumbered in the amount of **\$586,000.00**, for a 12-month subscription for the K-12 Online Content STEAM Resources project on behalf of the California State Library.

The following clause shall be incorporated into this Agreement:

FAIR Education Act: All content covered by this Agreement must be in compliance with California's Fair, Accurate, Inclusive, and Respectful Education Act, also known as the California FAIR Education Act, and found in the California Education Code Section 51204.5. The California Department of Education has a Frequently Asked Questions page for the FAIR Education Act at <https://www.cde.ca.gov/ci/cr/cf/senatebill148faq.asp>.

All other terms and conditions of this Agreement shall remain the same.

- The total amount of this Agreement, for fiscal year 2023-2024 shall be: **\$586,000.00**
- Provider's signature is required on this modification.

Riverside County Office of Education
3939 Thirteenth Street
Riverside, CA 92501

Cengage Learning, Inc.
200 Pier Four Boulevard, Suite 400
Boston, MA 02210



Authorized Signature



Authorized Signature

Scott Price, Ph.D., Chief Business Official
Division of Administration and Business Services
Printed Name and Title

Brian Risse - VP, Sales Public Libraries & Consortia
Printed Name and Title

Date 8/10/23

Date 7/28/2023

California State Library
P.O. Box 942837
Sacramento, CA 94237-0001

Authorized Signature


ONZO LUCAS, STATE LIBRARIAN

Printed Name and Title

Date

August 9, 2023

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

MODIFICATION
Operational Support Services

This is modification number **one (1)** to Agreement Number C1008535, by and between **Riverside County Office of Education**, hereinafter referred to as "RCOE", on behalf of the **California State Library**, hereinafter referred to as "CSL", and **Cengage Learning, Inc.**, hereinafter referred to as "Provider", for the **K-12 Online Content STEAM Resources project on behalf of the California State Library**.

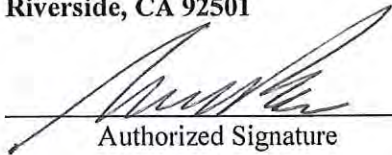
This Agreement is modified in accordance with the modification clause.

Effective **July 1 2022 through July 31, 2023 (396 days)**, funds have been encumbered in the amount of **\$636,638.00**, for a 13 month subscription for the K-12 Online Content STEAM Resources project on behalf of the California State Library.

All other terms and conditions of this Agreement shall remain the same.

- [x] The total amount of this Agreement, for fiscal year 2022-2023 shall be: **\$636,638.00**
- [x] Provider's signature is required on this modification

Riverside County Office of Education
3939 Thirteenth Street
Riverside, CA 92501



Authorized Signature

Scott Price, Ph.D., Chief Business Official
Division of Administration and Business Services
Printed Name and Title

Date 7/28/22

Cengage Learning, Inc.
200 Pier Four Boulevard, Suite 400
Boston, MA 02210



Authorized Signature

VP Sales, Public & Consortia
Printed Name and Title

Date 7/19/2022

**RIVERSIDE COUNTY OFFICE OF EDUCATION
on behalf of the California State Library**

ONLINE EDUCATIONAL CONTENT AGREEMENT

This Agreement for Services (“Agreement”) is made as of November 1, 2021, between **the Riverside County Office of Education (“RCOE”) on behalf of the California State Library (“CSL,”** and together with **RCOE, “RCOE/CSL”**), and **Cengage Learning, Inc.**, (“Provider”, and together with RCOE/CSL, the “Parties”).

WHEREAS, RCOE/CSL is administering an online source of educational content for students;

WHEREAS, the Provider warrants that it has the appropriate materials and is competent to perform the services required by RCOE/CSL; and

WHEREAS, the Provider agrees to perform the Services described in this Agreement to RCOE/CSL’s satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Provider shall provide the following platforms as detailed in **Appendix A, RFP 2021-22/08** :

Platform
Gale Presents: National Geographic Kids
Gale In Context: Environmental Science
Gale Interactive Science

Provider shall provide access to the resources as described RFP 2021-22/08.

- 2. Term.** Provider shall commence providing Services under this Agreement on November 1, 2021, and will diligently perform as required or requested by RCOE/CSL as applicable. The term for these Services shall expire on June 30, 2022, and in no event shall be longer than five (5) years. This Agreement may be extended annually upon mutual written approval of both Parties.
- 3. Submittal of Documents.** The Provider shall not commence the Services until it has submitted and RCOE/CSL has approved: the scope of services, the certificates and endorsements of insurance required below, and the **California Student Data Privacy Agreement (CSDPA), Appendix B.**
- 4. Compensation.** RCOE/CSL agrees to pay the Provider for Services satisfactorily rendered pursuant to this Agreement a total fee of **three hundred eighty seven thousand dollars, four hundred fifty dollars, and eighty-eight cents (\$387,450.88)**. RCOE/CSL shall pay Provider according to the following terms and conditions:

4.1 **Cost of Services:**

Total	Days in a Year	Per Day Amount
\$586,800.00	365	\$1,607.68

Per Day Amount	Days of Access	Pro-Rated Total
\$1,607.68	241	\$387,450.88

4.2 If there is a discrepancy between the Appendix A, RFP 2021-22/08, and this Agreement, this Agreement shall take precedence.

4.3 Payment for Services shall be made for all undisputed amounts within forty-five (45) days after the Provider submits an invoice to RCOE/CSL for the Services. Provider may submit an invoice to RCOE/CSL upon the commencement of the Services. Invoices shall be submitted on a quarterly basis to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **Expenses.** RCOE/CSL shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing Services for RCOE/CSL.
6. **Independent Contractor.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of RCOE/CSL, and are not entitled to benefits of any kind or nature normally provided employees of RCOE/CSL and/or to which RCOE/CSL's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees and shall defend and indemnify RCOE/CSL against any claim or liability for any such payments.
7. **Materials.** Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Provider's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for services to California educational agencies.
9. **Originality of Services.** Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by RCOE/CSL as a basis for such Services, and Provider shall defend and indemnify RCOE/CSL against any claim or liability based on unauthorized use of such materials or property.
10. **Pre-existing Proprietary Materials.** Provider's pre-existing proprietary materials utilized to provide or facilitate the scope of services to RCOE/CSL shall remain the intellectual property of Provider.
11. **Intellectual Property.** Provider understands and agrees that all intellectual property (except such Software as defined pursuant to section 11.1) specifically developed or produced for RCOE/CSL under this Agreement as set forth in Schedule A, including but expressly not limited to any property

subject to copyright, trademark, or patent, shall become the property of RCOE/CSL and cannot be used without RCOE/CSL's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement. RCOE/CSL shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of RCOE/CSL. Provider consents to use of Provider's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

- 11.1. **Ownership of Software; Third Party Materials.** Notwithstanding the foregoing, Provider and its licensors are and will remain the exclusive owners of all right, title and interest in and to the software contemplated pursuant to this agreement ("Software") and all derivative works.
 - 11.2. **Materials licensed by Provider from third parties** ("Third Party Materials"). Materials licensed by Provider from third parties including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components and the limited license granted under this Agreement.
 - 11.3. **Ownership; Other Works.** Provider shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation, or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Provider pursuant to this Agreement ("Specific Developments").
 - 11.4. **No Rights.** RCOE/CSL will have no rights in the Software, any derivative works, the Specific Developments or Third Party Materials, except the license and related rights expressly set forth in this Agreement.
- 12. Audit.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Provider shall permit RCOE/CSL, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that RCOE/CSL shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

13. Termination.

- 13.1. **Without Cause by RCOE/CSL.** RCOE/CSL may, at any time, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by RCOE/CSL shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. Upon this termination, RCOE/CSL shall only be liable to Provider for services satisfactorily rendered to the date of termination, and Provider expressly waives and releases any claims for damages against RCOE/CSL that could arise from such termination.
- 13.2. **With Cause by RCOE/CSL.** RCOE/CSL may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 13.2.1. material violation of this Agreement by the Provider; or
- 13.2.2. any act by Provider exposing RCOE/CSL to liability to others for personal injury or property damage; or
- 13.2.3. Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.

Written notice by RCOE/CSL shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to RCOE/CSL for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, RCOE/CSL may secure the required services from another contractor. If the expense, fees, and/or costs to RCOE/CSL exceed the cost of providing the service pursuant to this Agreement, the Provider shall immediately pay the excess expense, fees, and/or costs to RCOE/CSL upon the receipt of RCOE/CSL's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to RCOE/CSL.

- 13.3. Upon termination, Provider shall provide RCOE/CSL with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Provider shall, at its sole expense, defend, indemnify, and hold harmless the RCOE, the CSL, the State of California ("State"), and their agents (**excluding insurance carriers**), representatives, officers, consultants, employees, trustees, and volunteers (collectively, the "indemnified parties") from any and all **third party claims**, losses, liabilities, **costs, expenses or damages** (collectively, the "**Losses**") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, intellectual property claim, data breach, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Agreement, except to the extent caused wholly by the sole negligence or willful misconduct of the indemnified parties. The RCOE/CSL shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.

15. Insurance.

- 15.1. The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below, unless agreed to in writing by RCOE/CSL.

- 15.1.1. **Commercial General Liability.** Commercial General Liability Insurance that shall protect the Provider, RCOE/CSL, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

- 15.1.2. **Workers' Compensation.** Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Labor Code section 3700, the Provider shall be required to secure workers' compensation coverage for its employees.

15.1.3. **Cyber and Privacy.** Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by Provider in connection to this Agreement. It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of data, and defense costs, fines, and penalties related to this insurance.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 3,000,000
Workers Compensation	Statutory Limits
Cyber and Privacy (may be included in general liability if expressly identified) Each Occurrence General Aggregate	 \$ 1,000,000 \$ 3,000,000

15.2. **Proof of Carriage of Insurance.** The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to RCOE/CSL and approved by RCOE/CSL. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to RCOE/CSL, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that RCOE/CSL and the State, and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds. An endorsement shall also state that Provider’s insurance policies shall be primary to any insurance or self-insurance maintained by RCOE/CSL.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to RCOE/CSL.

16. Assignment. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

17. Compliance with Laws. Provider shall observe and comply with all rules and regulations of the governing board of RCOE/CSL and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this

Contract is at variance with any such laws, ordinance, rules or regulations, Provider shall notify RCOE/CSL, in writing, and, at the sole option of RCOE/CSL, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from RCOE/CSL. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying RCOE/CSL of the violation, Provider shall bear all costs arising there from.

- 18. Permits/Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- 19. Safety and Security:** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from RCOE/CSL the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 20. Employment with Public Agency.** Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 21. Anti-Discrimination.** It is the policy of RCOE/CSL that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.
- 22. Fingerprinting of Employees.** RCOE/CSL may request a Fingerprinting/Criminal Background Investigation Certification to be completed and attached to this Agreement prior to Provider's performing of any portion of the Services, depending on the anticipated contact with minors, if any.
- 23. RCOE/CSL's Evaluation of Provider and Provider's Employees and/or Subcontractors.** RCOE/CSL may evaluate the Provider in any manner which is permissible under the law. RCOE/CSL evaluation may include, without limitation:
- 23.1. Requesting that RCOE/CSL employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performances.
- 23.2. Announced and unannounced observance of Provider, Provider's employees, and/or subcontractors.
- 24. Limitation of Liability.** *To the extent not prohibited by law, in no event will the total and cumulative liability of either Party for all claims of any nature arising out of or related to this Agreement exceed the total compensation provided in this Agreement. The foregoing limitation does not limit or exclude any liability arising from (a) Provider's indemnification obligations hereunder; or (b) a Party's gross negligence, or fraud.* Notwithstanding any other provision of this Agreement, in no event, shall RCOE/CSL or Provider be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with his Agreement.

- 25. Disputes:** In the event of a dispute between the Parties as to performance of Services Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Provider shall neither rescind the Agreement nor stop providing Services.
- 26. Confidentiality.** The Provider and all Provider’s agents, personnel, and employees shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

RCOE

Riverside County Office of Education
on behalf of California State Library
3939 Thirteenth Street
Riverside, California 92501
Attn: Mark Banks
Email: mbanks@rcoe.us

Provider

Cengage Learning, Inc.
200 Pier Four Boulevard, Suite 400
Boston, MA 02210
Attn: Jennifer Fritsch
Email: Jennifer.Fritsch@cengage.com

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State. The Parties further acknowledge and agree that the performance of this agreement shall occur within the State, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the RCOE’S administration offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference:

- APPENDIX A – Request for Proposals (RFP) and Provider’s Response
- APPENDIX B – California Student Data Privacy Agreement (CSDPA)
- APPENDIX C – License Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Riverside County Office of Education

Cengage Learning, Inc.

Date: December 16, , 20 21

Date: December 14 , 2021

By: [Signature]

By: [Signature]

Print Name: Scott S. Price Ph.D.

Print Name: Jennifer Fritsch

Title: Chief Business Official

Title: VP K12 Sales

California State Library

Date: December 15, , 20 21

By: [Signature]

Print Name: Greg Lucus

Title: State Librarian

APPENDIX A



RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PROPOSALS

RFP NUMBER: 2021-22/08

SERVICE: K-12 Online Content STEAM Resources on behalf of the California State Library

PROPOSAL DEADLINE: September 2, 2021 at 2:00 p.m.

SUBMIT PROPOSALS TO: Via Email to:
epurchasing@rcoe.us
Email Subject Line: K-12 Online Content - STEAM

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REQUEST FOR PROPOSALS

The Riverside County Superintendent of Schools, on behalf of the California State Library, hereinafter referred to as Superintendent, is requesting proposals for **K-12 Online Content STEAM Resources** from qualified firms.

To Obtain Proposals: All proposals must be submitted on the forms provided by Superintendent. Forms can be obtained by emailing epurchasing@rcoe.us or by calling (951) 826-6291. Proposals are due no later than **September 2, 2021, at 2:00 p.m.**

No Binding Obligations: This solicitation shall not be construed to create an obligation on the part of Superintendent to enter into a contract with any vendor, or to serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

Solicitation Only: Vendors are hereby advised that this request is a solicitation of proposals only. It is not intended nor is it to be construed as the engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

PART 1: INTRODUCTION

- A. **Riverside County Superintendent of Schools Overview:** The Riverside County Superintendent of Schools, "Superintendent", is a public service agency that (acting through its offices and staff, the Riverside County Office of Education) supports local public school and community school districts with respect to compliance with statutory requirements and achievement of the educational goals established by the State of California. In its role as an intermediary between the State Department of Education and local educational agencies, the Riverside County Office of Education is uniquely situated to identify emerging educational needs and to develop and disseminate sound educational practices and programs. The Riverside County Superintendent of Schools' jurisdictional boundaries are coterminous with the boundaries of Riverside County, covering an area approximately 7,200 square miles in size that stretches from the eastern edge of the state (in the Blythe area) to the eastern border of Orange County. Superintendent provides services to 23 school districts and four (4) community college campuses located within Riverside County.
- B. **The California State Library Overview:** The California State Library, a state agency, serves as the lead government entity charged with the following responsibilities in the Education Code:

"It is in the interest of the people and of the state that there be a general diffusion of knowledge and intelligence through the establishment and operation of public libraries. Such diffusion is a matter of general concern inasmuch as it is the duty of the state to provide encouragement to the voluntary lifelong learning of the people of the state."

"The public library is a supplement to the formal system of free public education, and a source of information and inspiration to persons of all ages, and a resource for continuing education and reeducation beyond the years of formal education, and as such deserves adequate financial support from government at all levels."¹

The State Library has various sections - government publications, law, historical collection, general collection - as well as bureaus that provide expertise and support for local libraries and in depth research for state policymakers (the California Research Bureau).

More information about the California State Library is at www.library.ca.gov. Offices are located at the California State Library building at 900 N Street, Sacramento; the Stanley Mosk Library and Courts Building at 914 Capitol Mall, Sacramento; and the Sutro Library branch at 1630 Holloway Ave, San Francisco.

C. **Background Information:**

1. **California's K-12 population:**

- a. There are 10,588 schools in California that provide education to 6,163, 001 children in grades from kindergarten to 12th grade; these schools include roughly 6,000 elementary schools, 1,300 middle schools, 1,300 high schools, and other schools including continuation, alternative, and multiple grade (K-8 or K-12).²
- b. There are approximately 2.8 million public school children in grades K-5, 1.4 million in grades 6-8, and almost 2 million in grades 9-12.³

¹ California Education Code 19300. The establishment of the California State Library is found in the following section, California Education Code 19301.

² California school data may be found at <https://www.cde.ca.gov/ds/ad/ceffingertipfacts.asp>.

³ Data provided from same resource at <https://www.cde.ca.gov/ds/ad/ceffingertipfacts.asp>.

- c. This population of school-age children in California is diverse, with over half of the students Hispanic or Latino, 22 percent White (non-Hispanic), nine percent Asian, over five percent African American, and close to four percent two or more races and/or ethnicities.⁴
- d. Nearly 60 percent of these students are eligible for free or reduced price school meals based on their family income.⁵
- e. California's schools have nearly 1.1 million children who speak a language other than English in the home.⁶ The California Department of Education logs over 70 languages spoken by California students. The 12 most prominent non-English languages spoken at home by California K-12 students are:
 1. Spanish (81.97%)
 2. Vietnamese (2.16%)
 3. Mandarin (Putonghua) (1.82%)
 4. Arabic (1.52%)
 5. Cantonese (1.18%)
 6. Filipino (Pilipino or Tagalog) (1.15%)
 7. Punjabi (0.81%)
 8. Russian (0.78%)
 9. Korean (0.69%)
 10. Hmong (0.68%)
 11. Farsi (Persian) (0.65%)
 12. Armenian (0.62%)
- f. There are over 1,000 school districts in California, which range from very large to very small.⁷ For example, the Los Angeles Unified School District has almost 600,000 students, which accounts for almost 10 percent of all California K-12 students. Compare that to the school district comprised solely of the Panoche Elementary School, which had four students in the 2020-21 school year.
- g. The largest 25 school districts provide instruction to almost 30 percent of all students in the state.⁸
- h. There are approximately 319,004 teachers for grades K-12 in California.⁹

D. Purpose of this Request for Proposals: The Riverside County Superintendent of Schools, on behalf of the California State Library, is requesting proposals from qualified providers of online content and educational tools to support the variety of subjects known as "STEAM" – Science, Technology, Engineering, Arts and Math, as well as, related subjects such as computer science, career technical education (also known as CTE), health education, and subject-integrated STEAM classes in history and social science, physical education, English language arts and development, and other K-12 instruction. The purpose of this Request for Proposals is to provide shared access of STEAM-subject focused online educational content to California public school students,

⁴ Data also provided at <https://www.cde.ca.gov/ds/ad/ceffingertipfacts.asp>.

⁵ Information provided for the 2020-21 school year by county and for the state is available at <https://dq.cde.ca.gov/dataquest/Cbeds1.asp?FreeLunch=on&cChoice=StatProf2&cYear=2020-21&cLevel=State&cTopic=FRPM&myTimeFrame=S&submit1=Submit>

⁶ Information provided by a data report from the CA Department of Education run on June 22, 2021, at <https://dq.cde.ca.gov/dataquest/SpringData/StudentsByLanguage.aspx?Level=State&TheYear=2020-21&SubGroup=All&ShortYear=2021&GenderGroup=B&CDSCode=00000000000000&RecordType=EL>.

⁷ Data on district size available from <https://www.cde.ca.gov/ds/ad/ceffargesmalldist.asp>.

⁸ See the cumulative percentage of public school students enrolled in these districts at <https://www.cde.ca.gov/ds/ad/ceffargesmalldist.asp>

⁹ Data about teachers provided at <https://www.cde.ca.gov/ds/ad/ceffingertipfacts.asp>.

educators, librarians, and administrators and others such as tutors and parents, if needed, for support both on campus and away from the school sites. These shared online resources must provide full-text documents and/or tools for age-appropriate content that covers elementary through high-school curriculum.

E. Importance of STEAM Resources for all K-12 Students: The California Department of Education notes on its information page on school libraries that the education process is moving from teacher and content-driven learning to student inquiry-driven learning.¹⁰

1. Science, Technology, Engineering, Arts and Math are key subject areas for student success in the 21st Century. According to the California Department of Education:

“K-12 (STEAM) education encompasses the processes of critical thinking, analysis, and collaboration in which students integrate the processes and concepts in real world contexts of science, technology, engineering, and mathematics, fostering the development of skills and competencies for college, career, and life.”¹¹

2. Online resources allow students and those involved in education – educators, parents, and others who provide direct and indirect support for students’ learning – greater access to high-quality resources, tools, information and educational supports that complement classroom instruction in STEAM-related subjects.

F. Educational Standards, Frameworks and Other Components of Education in California:

1. California has adopted statewide educational standards in multiple subjects that encourage student-led exploration and inquiry of subjects.¹² Some of these subjects are referenced as “STEAM” subjects and relating to Science, Technology, Engineering, Arts and Math. Standards relating to these STEAM subjects include:
 - a. *California Next Generation Science Standards*, adopted in 2013, cover a wide range of science subjects and science-related concepts such as engineering and technology.¹³
 - b. *California Common Core State Standards for Math*, adopted in 2010 and modified in 2013, cover math and math-related disciplines for all K-12 grades.¹⁴
 - c. *California Arts Standards* in the disciplines of dance, media arts, music, theatre and visual arts were adopted in 2019.¹⁵

¹⁰ The webpage at the California Department of Education notes this philosophy at <https://www.cde.ca.gov/ci/cr/cf/cefschoollibraries.asp>. A clarification may be needed, since in June 2021 the page refers to the Next Generation Science Standards as a future adoption project for the state, when in reality by 2021 these standards have been adopted for a number of years. For more on the California adoption of the Next Generation Science Standards, please see <https://www.cde.ca.gov/pd/ca/sc/ngssstandards.asp>.

¹¹ The California Department of Education’s introduction statement about these subjects may be found at <https://www.cde.ca.gov/pd/ca/sc/stemintrod.asp>. While the education agency refers to STEM subjects, the California State Library recognizes the importance of including the creative component of the arts in the description of the STEAM subjects for the purpose of this RFP. Information about the visual and performing arts standards and framework for California may be found at <https://www.cde.ca.gov/be/st/ss/vapacontentstds.asp> and <https://www.cde.ca.gov/ci/vp/cf/>.

¹² Information about the state’s various standards and framework may be found at <http://www.cde.ca.gov/be/st/ss/>.

¹³ The California NGSS and related information may be found at <https://www.cde.ca.gov/pd/ca/sc/ngssstandards.asp>.

¹⁴ The California Common Core Math Standards may be found at <https://www.cde.ca.gov/be/st/ss/documents/ccssmathstandardaug2013.pdf>

¹⁵ The Visual and Performing Arts Standards may be found at <https://www.cde.ca.gov/be/st/ss/vapacontentstds.asp>

2. **Other standards, frameworks and components of educational policies that relate to STEAM subjects include:**
- a. *California Mathematics Framework*, adopted in 2013 and undergoing a revision process with a final adoption expected in 2022.¹⁶
 - b. *California Science Framework*, adopted in 2016, guides districts and schools in the implementation of the *Next Generation Science Standards* for all grades.¹⁷
 - c. Specific components of the *Next Generation Science Standards* address engineering, physics, chemistry and technology related subjects and study, such as the “Physical Science Disciplinary Core Ideas” for the high school grades.¹⁸
 - d. Specific components of the *Next Generation Science Standards* address biology, organic chemistry, ecology, life science related engineering and other scientific concepts and study, such as the “Life Science Disciplinary Core Ideas” for the high school grades.¹⁹
 - e. *California Computer Science Standards*, adopted in 2018, address computer science instruction across all grades in California schools.²⁰
 - f. *K-12 Computer Science Framework*, a national guide developed by a consortium of technology educator experts and published in 2016, guides districts and schools in the implementation of computer science instruction and can be used in conjunction with the *California Computer Science Standards*.²¹
 - g. *California Career Technical Education Standards*, also known as the *California CTE Standards*, focus on educational programs in specific sectors that can lead to high quality jobs, from agriculture to energy to transportation.²²
 - h. *California Arts Education Framework*, adopted in 2020, guides districts and schools in the implementation of the visual and performing arts as well as arts-integration classes and lessons that combine creative arts education with other subjects, including science, technology, engineering and math.²³
3. **Other standards, frameworks and components of educational policies that indirectly relate to the STEAM subjects:**
- a. *California Common Core State Standards for English Language Arts*, adopted in 2010, address literacy across all subjects, including science and other STEAM

¹⁶ The California Mathematics Framework draft was in a required public review process at the time of this RFP draft.

More information and the draft framework may be found at <https://www.cde.ca.gov/ci/ma/cf/>.

¹⁷ The 2016 Science Framework’s chapter and overview from the California Department of Education may be found at <https://www.cde.ca.gov/ci/sc/cf/cascienceframework2016.asp>.

¹⁸ Information about these physical science standards as part of the NGSS for high school may be found at <https://www.cde.ca.gov/pd/ca/sc/documents/ngsshsphysicalscidci.pdf>

¹⁹ Information about these life science standards as part of the NGSS for high school may be found at <https://www.cde.ca.gov/pd/ca/sc/documents/cangsshs-dcilifesci.pdf>

²⁰ Information about the California Computer Science Standards may be found at <https://www.cde.ca.gov/be/st/ss/computerscicontentstds.asp>

²¹ A PDF of the full K-12 Computer Science Framework may be found at [K-12-Computer-Science-Framework.pdf \(k12cs.org\)](https://www.k12cs.org)

²² The CTE Standards for California, as well as a list of the 15 industry focus areas, may be found at <https://www.cde.ca.gov/ci/ct/st/ctemstandards.asp>

²³ The Visual and Performing Arts Framework may be found at <https://www.cde.ca.gov/ci/vp/cf/>.

subjects.²⁴

- b. *California History-Social Science Content Standards for California Schools*, adopted in 1998, and the *California History-Social Science Framework*, adopted in 2016, guide the implementation of the California History-Social Science standards across all grades. These standards and the framework operate in tandem to guide instruction in history and social science and relate to STEAM subjects and topics such as geography, ecology, conservation, and math-based social sciences like economics and data science.²⁵
- c. *California Model School Library Standards*, adopted in 2010, guide research skills, academic and scientifically rigorous content and research, supplemental materials and other library standards needed for all college-and-career ready high-school graduates.²⁶
- d. *California English Language Development Standards*, adopted in 2012, assist English learner students in acquiring literacy in English as well as all instruction and content in California K-12 schools, including STEAM-related subjects.²⁷
- e. *California Health Education Standards*, adopted in 2008, and the *California Health Education Framework*, adopted in 2019, and other related resources guide health and health-science education in California.²⁸
- f. *California Physical Education Model Standards*, adopted in 2005, include the development of knowledge of physical fitness concepts and other aspects such as psychological and sociological principals in the learning and performance of physical activities.²⁹
- g. *California World Languages Standards* and other materials and programs such as the *Global California 2030* report³⁰ and the *California State Seal of Biliteracy*, address how multi-lingual California students can use their world language skills in a variety of ways including STEAM-related careers.³¹

²⁴ The California Common Core ELA Standards may be found at <https://www.cde.ca.gov/be/st/ss/documents/finalelaccsstndards.pdf>.

²⁵ The California History-Social Studies Standards may be found at <https://www.cde.ca.gov/be/st/ss/documents/histsocscistnd.pdf>, and the more recent Framework at <https://www.cde.ca.gov/ci/hs/cf/documents/hssframeworkwhole.pdf>.

²⁶ The Model School Library Standards and other information about school libraries may be found at <https://www.cde.ca.gov/ci/cr/lb/schoollibstnds2017.asp>.

²⁷ Information about the English Language Development standards for California may be found at <https://www.cde.ca.gov/sp/el/er/eldstandards.asp>.

²⁸ The California Health Education Framework may be found at <https://www.cde.ca.gov/ci/he/ct/> and the Health Standards and other materials may be found at <https://www.cde.ca.gov/ci/he/>.

²⁹ The California Physical Education Standards may be found at <https://www.cde.ca.gov/be/st/ss/documents/pestandards.pdf>.

³⁰ The Global California 2030 report may be found at <https://www.cde.ca.gov/eo/in/documents/globalca2030report.pdf>.

³¹ The California World Languages Standards may be found at <https://www.cde.ca.gov/be/st/ss/worldlanguage.asp>, and information on the California Seal of Literacy for high school graduates can be found at

<https://www.cde.ca.gov/sp/el/er/sealofbiliteracy.asp>. The goals of multi-lingual students adept in non-English languages across multiple disciplines including STEAM subjects was set forth in *Global California 2030*, published in 2018 and found at <https://www.cde.ca.gov/eo/in/documents/globalca2030report.pdf>.

G. Educational Resources Currently Available Online:

1. In June 2017, California's legislative and executive branches recognized the need to support K-12 students and teachers with online educational resources. The State of California's budget for the 2017-2018 fiscal year included an ongoing appropriation to the Riverside County Superintendent of Schools for online educational resources, selected at the direction of the State Librarian.
2. A Request for Proposal (RFP) was created to seek qualified providers of general online content databases and encyclopedias, and it was awarded to three different Vendors.
3. Since then, online resources – and being able to connect to them – have become critical to academic success, as illustrated during the pandemic and the wholesale move to remote instruction. Gov. Newsom and the state Legislature included further resources in the 2021-2022 state budget for additional online resources that support STEAM-related subjects and education.
4. This Request for Proposal (RFP) is to fulfill that mandate and broaden the state's online K-12 offerings to include STEAM-related resources.
5. The Riverside County Superintendent of Schools, on behalf of the California State Library, aims to assist the state's K-12 schools and students with quality educational content and educational tools that can be accessed online and have a focus on science, technology, engineering, arts, math, and related subjects such as computer science career technical education and other related subjects..
6. Multiple contracts may be awarded as a result of this RFP, budget permitting.

PART 2: SCOPE OF WORK ("Service")

- A. **Goal:** The goal of this Request for Proposals is to provide educators, students and staff in California's K-12 schools with high quality STEAM resources - Science, Technology, Engineering, Arts and Math – that can be accessed anytime and anywhere.
- B. **Resource Requirements:** The content and tools provided in the online informational resources by the potential vendor must fulfill the following aspects:
1. **Appropriateness of Information and/or Educational Tools:** The subject material provided is appropriate for K-12 students in the STEAM subjects, or the STEAM information and/or tools are clearly marked by grade level, reading level, technical capability and/or maturity appropriateness.
 2. **Appropriateness of Complexity:** The subject material or tools provided may be utilized by all K-12 students in the STEAM subjects, or the resources are clearly defined by grade or reading level for the STEAM subjects.
 3. **High Quality:** The information and/or tools provided have merit in terms of accuracy, importance, and usefulness for students in the STEAM subjects, and the subject material and/or tools fulfill academically rigorous standards. These shared resources and/or tools must provide full-text documents for age-appropriate content that covers the elementary through high-school curriculum.
 4. **Complete and Self-Contained:** The resources proposed by the potential vendor must consist of tools or components to be used for STEAM subjects without the need for districts, schools, classrooms or students or teachers to purchase additional components to complete assignments or projects.
 5. **STEAM subject focus:** Content and/or tools provided should be broad enough to be appropriate for all STEAM subjects, especially in the following areas:
 - a. Science, aligned with the *Next Generation Science Standards*;
 - b. Technology, aligned with the state's *Computer Science Standards*, the *K-12 Computer Science Framework*, and/or the subjects and industry paths in California's Career Technical Education standards and framework;
 - c. Engineering, including the concepts noted in the *Next Generation Science Standards* and in the various Career Technical Education areas relating to engineering and engineering-related careers;
 - d. Visual, Media and Performing Arts, including the concepts in the *California Arts Standards* and *California Arts Framework*;
 - e. Math and mathematical concepts across the grades including mathematical components of other subjects such as data science and the social sciences;
 - f. Components that can support the other academic subjects and standards and frameworks as adopted for California students (See previous section on California Educational Standards and Framework).
 6. **Amount of Content and/or Tools:** The number of entries, tools and/or amount of informational content should be of sufficient quantity to be a worthwhile learning resource

and investment for California schools and school-age children. The potential vendor should justify the appropriateness of the amount of content in the offer.³²

7. **Alignment with Standards:** The content aligns with and is a supplement to the California adopted content standards across a variety of subjects. (See information provided in the previous section concerning California educational standards and related information like frameworks and/or model content and curriculum.)
 8. **Sources: Primary and Secondary:** If the resources provided by the potential vendor are content-based, the content available is sourced appropriately, with primary sources and secondary sources and/or analysis available.
 9. **Informational and Technological Updates, as Appropriate:** The potential vendor will update information and entries with new information, insights, and/or materials or tools as appropriate and necessary.
 10. **Availability of the resources, content and/or tools to students without intellectual property restrictions:** The materials, resources and tools must be available to California K-12 students, educators and others who support the students such as parents and tutors. Any use restrictions or limitations outside of a classroom setting (for example, copyright restrictions on commercial websites or channels) must be clearly described, particularly considering digital formats shared via the internet. Licensing components of intellectual-property protected material must be clearly delineated and defined.
 11. **Cultural Competence:** The content provided will be culturally competent and include information from diverse sources. Cultural competence refers to the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, races, ethnic background, disabilities, religions, genders, sexual orientation and other diversity factors in a manner that recognizes, affirms and values the worth of individuals, families and communities and protects and preserves the dignity of each. Cultural competent resources should consider assistance for English language learners.
- C. **User Access Requirements:** Access to the online content resource will be available for all California K-12 students, and all administrators and teachers of those K-12 students. Each California student and/or educational employee must be able to access the content via the following methods:
1. **School Computers:** Both on campus and issued to students and staff.
 2. **Student and/or Staff Portals:** The online gateways where students can log into a school website to access important program information, either on campus or at home/other location.
 3. **Direct Access:** Through web at home or other location with internet access, via an online user account.
 4. **Local Libraries:** At California local libraries, utilizing the direct access via IP authentication at the local library locations or off site through local library cards, as appropriate, or via a local library's internet access to patrons through the public school off-site access (single sign-on portals, direct access for the district, etc.)

³² Potential vendors may choose to offer other content and/or tools at no additional cost as supplements to what's required in this RFP. Any such additional resources should be included in the original offer, as submitted by the proposal submission deadline, and may not be added later in the process.

5. For this Request for Proposal, there can be no usage limitations for California K-12 students, teachers, school administrative staff and student support individuals such as parents, guardians and tutors on the amount of content viewed, number of log-in sessions, or other limitations that could impede the use of the services to improve K-12 education.
 6. Access should be as seamless as possible for the users, with considerations of educational single sign-on tools, geo-location authentication, and other ways to streamline access.
- D. **User Interface Requirements:** The user interface for the online content and/or tools should adhere to the following guidelines, as appropriate:
1. **Search:** A functional search feature for keywords, subjects, authors, and other terms useful for finding information and resources, as appropriate. Results from the search are performed in the licensed content and/or tools. Results may include, but not be limited to, full text documents, citations, images, maps, videos, tools, or other options made available from the licensed content and resources.
 2. **Browse:** Users of the resources have the ability to browse content through main groupings of information. Results from browsing are performed in the licensed content. Results may include, but are not limited to, full text documents, citations, images, maps, videos, tools, or other options made available from the licensed content and resources.
 3. **Device adjustment:** Users may access the information through different devices (for example, computers, laptops, tablets, phones) and/or through different software browsers without a significant degradation in usability and readability.
 4. **Accessibility:** Users with disabilities will be able to acquire the same information, engage in the same interactions, and access the same services with substantially equivalent ease of use as a user without a disability.
- E. **Special Terms and Conditions:**
1. **Data Reporting:** The potential vendor(s) will be expected to deliver to the State Library and Riverside County Office of Education an appropriate user analysis of the online resources on at least a quarterly basis (four times per year). Expectations are that the Vendor(s) will report usage in generally accepted usage data reporting for searches, queries, etc. Reporting may include, but is not limited to:
 - a. Number of students using the resource
 - b. Number of teachers and staff using the resource
 - c. Subject areas utilized
 2. **Privacy Protected and No Advertisements:** The potential vendor(s) will not collect individualized personal data from the content resource users for commercial purposes. Users include students, instructors and other educational support individuals accessing the resource(s) under this contract. Any personal data collected by the potential vendor will be considered confidential information and subject to local state and federal privacy laws. Further, advertisements of any type will be prohibited as part of the informational resource(s).
 3. **Student Data Privacy Agreement:** Potential Vendor(s) are expected to agree to the conditions and requirements of the Student Data Privacy Agreement, titled Data Security Breach Reporting and Privacy of Records Protocols Agreement, meeting all privacy requirements for minors required by California law. (See Document 6)

4. **Copyright and Royalty Fees Included:** Proposed online resources must be priced so that all copyright and royalty fees are included for use in California K-12 schools. Proposals that are not inclusive of copyright and royalty fees will not be considered.
 5. **Technical Support:** Potential vendors will include technical support for all subscribed school sites and libraries, including access via school/library networks. Access to this support for implementation and troubleshooting will be on-going and available telephonically and online.
 6. **Training:** Potential vendors will provide training, guides and other means of enabling the K-12 educators and students to fully utilize the resources.
 7. **Subcontractors:** Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the potential vendor(s). No subcontract under the contract shall relieve the potential vendor of responsibility for ensuring that requested services are provided. Potential vendors planning to subcontract all or a portion of the work to be performed must identify the proposed subcontractors.
- F. **Educational Usage Components of Resources:** The resources and/or tools provided by potential vendors are expected to benefit teaching and learning. The following are examples of benefits to the educational environment; potential vendors may know more:
1. **Resources for Teachers – Content and Tools**
 - a. Lesson plan or project suggestions
 - b. Information on alignment to standards by grade level
 - c. Linkage to additional related content – all of which must comply with the provisions of the attached Student Data Privacy Agreement
 - d. Additional components that can assist students with the learning process that directly relate to the resources provided
 2. **Resources for Teacher and Administrators – Usage Information**
 - a. Data reports on student use, log-in
 - b. Data reports on student use, content
 - c. Data reports on comparison groups of students, content viewing, and usage
 - d. Data reports for teachers/staff on students' viewing of information
 3. **Resource Adjustments for Grade Level, Reading Level, Age-Appropriateness and/or Technological Experience Level**
 - a. Content and/or tools created for specific reading levels
 - b. Content and/or tools adjusted for different reading levels
 - c. Content and/or tools clearly defined by age appropriateness and/or a student's previous experience and knowledge
 - d. Supports for students and educators for gaps in previous experience or knowledge
 - e. Multiple resources for different reading and grade levels available under one umbrella package
 4. **Engaging and Interesting Multi-Media**
 - a. Images
 - b. Video/Sound
 - c. Graphics
 - d. Interactive tools, games, etc.

5. **Self-Administered Comprehension Tools**
 - a. Comprehension questions
 - b. Self-tests and quizzes
 - c. Discussion, comment, and dialogue capability

6. **Educator Assessment Tools**
 - a. Diagnostic tools for educators to determine a student's level at the onset of a course or project
 - b. Formative assessment tools to support ongoing analysis of student progress
 - c. Summative assessment suggestions or supports for the end of a course of study, including recommendations and suggestions for authentic or "real world" assessment projects and methods

7. **Non-English Assistance**
 - a. Duplicate information in foreign language(s)
 - b. Comprehension assistance information in foreign language(s)

8. **Advanced Adaptive Technologies or Tools for Students with Disabilities, including but not limited to disabilities affecting:**
 - a. Vision
 - b. Movement
 - c. Thinking
 - d. Remembering
 - e. Learning
 - f. Communicating
 - g. Hearing
 - h. Mental Health
 - i. Social relationships

9. Unique educational benefits from use of the resources and/or tools that align with the standards, frameworks and goals for California K-12 students and schools.

- G. **Expectation of Availability of Services:** The partnership of the California State Library and the Riverside County Office of Education is expected to have STEAM-subject related online content resources for K-12 students available and accessible for California's students at the start of the 2021-2022 school year or as soon as possible thereafter.

PART 3: REQUIRED PROPOSAL CONTENT

- A. **General Requirements:** Each Proposal must be in writing, and should be concise, well organized, and demonstrate Vendor's understanding of Superintendent's needs and goals. Vendors will be evaluated based on the information submitted in accordance with this Part 3, together with other information as may be available to Superintendent. Proposals must include all of the information specified below in this Part 3, and, in order to facilitate an efficient evaluation process, must set forth such information in the same order as the remaining items of this Part 3 are set forth below.
- B. **Proposal Requirements:** All proposals shall be submitted in accordance with the outline indicated. Submitting the proposal in this format assures that the Evaluation Committee will not overlook important information contained in the proposal.
1. **Cover Letter:** (Not in excess of three (3) pages) The cover letter must be signed by a Vendor representative who is authorized to bind Vendor, and must include all of the following information:
 - a. A brief introduction of Vendor and its leadership;
 - b. A description of Vendor's understanding of Superintendent's needs and goals in regard to the Service;
 - c. Summary of the key points of the Proposal and how those relate to accomplishing Superintendent's goals for the Service;
 - d. A brief description of the characteristics, if any, that distinguish Vendor from others, including, among other information, Vendor's experience with execution of the Service; and
 - e. List of sites Vendor is proposing to serve.
 2. **Vendor Name:** The name of the potential Vendor shall be clearly indicated at the top of each page.
 3. **Table of Contents:** Responses shall include a Table of Contents indicating the section and page numbers of the information included.
 4. **Executive Summary and Description:** Executive Summary and description of the scope of work and services being offered. This section must include acknowledgement that the potential vendor has read and understands all RFP requirements.
 5. **Experience and Background:** Provide K-12 Experience and Background.
 6. **Vendor Profile:** (Not in excess of three (3) pages) Vendor profile must include all of the following information:
 - a. The full company name of Vendor, the state in which Vendor was organized, the date Vendor was formed, the entity number assigned to Vendor by California Secretary of State, if applicable, and Vendor's federal taxpayer identification number;
 - b. The name, title, address, telephone number, and e-mail address of a Vendor representative who will be Vendor's primary contact person for purposes of the Proposal;
 - c. A description of Vendor's organizational structure, any anticipated changes to Vendor's business and/or marketing strategies, whether public or non-public, that may impact Vendor's ability to provide services in connection with the any or all phases of the Service;

- d. A description of any existing business relationships Vendor and/or any of its parent and/or affiliate companies have with Superintendent;
 - e. A description of any and all claims and judicial or administrative actions filed against Vendor and/or its parent or affiliate companies in the last five (5) years and the outcome of those claims and actions, including, without limitation, decisions adverse to Vendor and/or its parent or affiliate companies;
 - f. A description of any and all disciplinary actions or other actions taken within the last five (5) years by any governmental or regulatory entity (including, without limitation, any court) against Vendor and/or its parent or affiliate companies and/or any of their respective owners or principals; and
 - g. A list and summary of any and all judicial or administrative proceedings involving Vendor's sourcing activities and anti-trust actions to which Vendor and/or its parent or affiliate companies have been a party within the last five (5) years.
7. **Teamwork Approach and Reports:** Potential Vendors that use a "team approach" should provide information on each firm included in the team. Provide a copy of the latest company annual report and a summary of the longevity and financial strength of your firm, or in the case of a team approach, the report of the primary Vendors.
8. **Program Team and Resumes:** List the members of your firm, including principal subcontractors that will be used on this program and their qualifications including education, experience in their current position, programs they have been involved with, years of service, and any other pertinent information. Potential vendors that use a "team approach" should provide such information on each firm included in the team. Provide resumes of all primary members who will work on contract.
9. **Vendor References:** (Not in excess of one (1) page) Provide client references for at least three (3) of Vendor's clients that are in the field of education, for which Vendor has provided services, that should consist of contacts in decision-making positions of other statewide or large regional online content solutions currently in operation, within the last three (3) years. Reference information should include: (i) the name of the client; (ii) the name, address and telephone number of the client's contact person for purposes of Vendor's services to the client; (iii) a description of the type and scope of services provided to the client; and (iv) the date(s) Vendor provided the services to the client.
10. **Minimum Qualification: User Access and Interface:** Provide detailed answers, screenshots, and/or any other resources for the below questions (a-h). It is the intent of the Request for Proposals for potential Vendors to provide user access individually and directly for each Local Education Agency in California through the best means for that Local Education Agency.³³
- a. Please describe all available methods you have to provision, identify and support student, teacher and administrator access from each of the following locations³⁴:
 - 1. School computers
 - 2. School created/controlled portals
 - 3. Direct access with unique identifier/log-in
 - 4. Through California public libraries on-site and through library cards, if appropriate

³³ Local Education Agencies or LEAs in California include all public school districts, charter schools, county offices of education, the California Department of Education, and other educational entities such as the educational facilities for juveniles at the California Department of Corrections and Rehabilitation or county juvenile facilities.

³⁴ Potential vendors that would have difficulty in providing access to any given category must provide a note in response in their offer.

5. Submit a recommended implementation plan to connect schools to your online resources and/or tools.
 - b. Describe the dedicated technical support resources you will provide, including, but not limited to, expected dates and times of training and help desk availability, languages, tiers of support, material FAQ's, and procedures for escalation, to schools, school districts, and/or users, such as:
 1. Individual students, teachers, and staff
 2. Site Administrator
 3. District Administrator.
 - b. Describe the search feature(s) of your informational content and/or tools resource and, if applicable, how they are differentiated amongst grade level groups.
 - c. Describe the browse feature(s) of your informational content resource and/or tools and, if applicable, how they are differentiated amongst grade level groups.
 - d. List and describe any computer programs or components (e.g. web browser extension) needed, recommended or ideal for the utilization of the resources and/or tools.
 - e. Please provide the expected user experience on the following and note any degradation between devices:
 1. Desktop or laptop
 2. Tablet
 3. Phone
 4. ADA compliant browsers, software and hardware
 - f. List operating systems, software, and web browser versions that your informational content resource is compatible with.
 - g. Describe the extent to which your product, including the user interface and content, is accessible to people with disabilities, including people who are blind or have low vision, are deaf or hard of hearing, have mobility or dexterity limitations, and who have speech impairments. If your product is not currently compliant with WCAG 2.0 Level AA guidelines³⁵, please describe your roadmap to achieving this compliance.
 - h. Please describe the usage measurement system such as Counter 5³⁶ in use for your resource and/or tools. Usage information collected should include but not be limited to the following:
 1. Number of California students and/or staff using the resource and/or tools
 2. How often and how many times students and staff used the resource and/or tools
 3. Subject areas utilized by said students and/or staff
 4. Other informational content resource usage reporting, if applicable
11. **Minimum Qualification: Information Security:** Provide detailed answers to questions (a-c) below. If your solution incorporates Personal Identifying Information, please address the following:

³⁵ Information about these guidelines may be found at <https://www.w3.org/WAI/standards-guidelines/wcag/>.

³⁶ Information about Counter 5 for libraries may be found at <https://www.projectcounter.org/friendly-guide-release-5-librarians/>

- a. Provide a description of processes and resources used to comply with all federal, state, and local protected information laws associated with K-12 students and educators.³⁷
 - b. Describe the informational requirements for each user in order to utilize the proposed online content resource and/or tools, and the methods to manage and protect any data that contains protected information of students, staff and individuals who use the informational content resource and/or tools.
 - c. Provide details of plans to deal with data breaches and intellectual property rights infringement of users. If applicable, provide information on cyber security insurance that covers data breach, intellectual property rights infringement, and first party and third party coverage.
12. **Minimum Qualification: Content quality:** Provide detailed answers to questions (a-d) below.
- a. Provide a detailed description of how your resources align with the various California State Standards and other educational components such as frameworks in the STEAM subjects and related educational subject matter.
 - b. Provide a detailed description of the quality of your resources, including but not limited to, primary sources, secondary sources, authors/editors, examples of educational uses, and references, if appropriate.
 - c. Provide the steps you have taken to ensure your content and/or tools are culturally competent and inclusive. (See definition of “culturally competent” in previous section.)
 - d. How often are content entries or tools removed and added from your resource? How are users notified of these changes? Please describe.
13. **Website Links and Credentials:** Provide website links and credentials or other means of online access for up to 30 users, advisors and staff to beta test the entirety of the potential vendor’s proposed resources. This access should mirror a student’s and/or educator’s access as a general user of the resource and/or tools. Do not build a specialized link or presentation.
14. **Service Approach:** (Not in excess of three (3) pages) A summary of how Vendor will meet the requirements of this proposal and achieve the goals of Superintendent in regards to the Service.
- a. Outline the strategy and schedule Vendor intends to employ to deliver the deliverables listed in the scope of work.
 - b. A description of Vendor’s ability to deliver services described under the Scope of Work.
 - c. Provide name of the person(s) who will administer and manage this agreement as specified in this Request for Proposals. Provide a brief resume of the administrator’s background, training and experience.
 - d. A description of the roles and qualifications of the personnel who will be providing services in connection with the Service, including, if applicable, personnel of entities that would be subcontractors to Vendor

³⁷ The California Department of Education provides information data protection of students at <https://www.cde.ca.gov/ds/dp/>. This link is provided as a resource and may not be a comprehensive list.

- e. Outline staff communication network which ensures services are delivered.
15. **Potential Conflicts of Interest:** (Not in excess of one (1) page) Describe financial, business or personal relationships between Vendor and any Subcontractor or other third party that Vendor may propose to provide services or products in connection with any phase of the Service, regardless of whether the intent would be for the third party to contract with Vendor or directly with Superintendent. Describe also any existing relationships that Vendor or any of its proposed Subcontractors may have with Superintendent or any of its officers, employees or agents, including, without limitation, any existing contracts.
- a. Describe existing or potential conflicts of interests (within the meaning of the California Political Reform Act or California Government Code 1090) that Vendor or its leadership may have in relation to any phase of the Service.
16. **Cost Proposal:** State the cost for providing the scope of services identified in the Scope of Work.
- a. Provide a lump sum price outlining the cost for an annual contract for implementation, access to the proposed online content resources, and technical support, for all California K-12 students, teachers, staff, and student supporters (e.g. parents, guardians and tutors), as described in this RFP. If multiple stand-alone platforms are offered, provide a cost structure for individual platforms as well as all platforms combined.
- b. Cost proposal must also take into account and detail any cost escalations each year.
- c. Response must include the potential vendor's proposed billing structure and schedule of values, including but not limited to early implementation for staff.
- d. Costs as specified in this section shall be based upon the scope of services provided herein for one fiscal year (July 1 through June 30) and will be prorated for the first year based on when the contract is awarded. Please include itemized cost breakdown of hard costs that cannot be prorated (i.e. implementation costs) separately from soft costs that can be prorated for a partial year (i.e. monthly licenses).
- e. Offers that include pricing for only a portion of California K-12 public school students, teachers, staff, and educational supporters (e.g. parents, guardians, tutors), will not be considered
17. **Acknowledgement of Addenda:** Acknowledge receipt of all addenda to this RFP issued by Superintendent, by specifying for each the addendum number and issuance date.
18. **Vendor Certifications:** Vendor must complete, as required, sign, and submit each of the following form documents with this RFP:

Document 1: Certification of Vendor Qualifications and Nondiscrimination Compliance

Document 2: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Document 3: Non-Collusion Affidavit

Document 4: Workers' Compensation Certification

Document 5: Drug-Free Workplace Certification

Document 6: Data Security Breach Reporting and Privacy of Records Protocols Agreement

PART 4: INFORMATION FOR VENDORS

- A. **Solicitation:** This RFP is solely a solicitation for Proposals. Neither this RFP, nor any Proposal submitted in response to this RFP, shall be deemed or construed to: (i) create any contractual relationship between Superintendent and any Vendor; (ii) create any obligation for Superintendent to enter into a contract with any Vendor or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.
- B. **Addenda to RFP:** Superintendent at its discretion may issue one or more addenda to this RFP, and Superintendent will provide each such addendum to each Vendor that is known by Superintendent to have received a copy of this RFP. Each Vendor is solely responsible for and must, in its Proposal, acknowledge each addendum that it has received. In no event shall Superintendent be responsible or liable for any failure of a Vendor to receive an addendum sent by Superintendent to the last known address of Vendor.
- C. **Communications to Vendors:** Superintendent will send all addenda, notices and other communications relating to this RFP to the last known contact information of each Vendor known to have received a copy of this RFP. Superintendent, in its sole discretion, shall determine whether any such communication should be sent e-mail, letter, or other means. In no event shall Superintendent be responsible for the failure of a Vendor to receive any communication sent by Superintendent that relates to this RFP.
- D. **Schedule of Events:** Superintendent anticipates that it will select a Vendor for the Service in accordance with the following schedule of events, however the schedule is subject to change.

Event	Date	Email
RFP Released	August 6, 2021	epurchasing@rcoe.us
Vendor Intent to Respond	August 16, 2021 by 10:00 a.m.	rcoecslrfp@rcoe.us
Vendor Clarification Questions Due (aka RFIs)	August 16, 2021 by 10:00 a.m.	rcoecslrfp@rcoe.us
Addendums Issued (aka response to RFIs)	August 20, 2021 by 2:00 p.m.	
Proposals Due	September 2, 2021 by 2:00 p.m.	epurchasing@rcoe.us
Finalist Interviews	September 16, 2021	Optional
Anticipated Contract Start Date	October 1, 2021	

- E. **Confidentiality:** Superintendent will open and review Proposals privately to assure confidentiality and to avoid disclosure of the contents to competing Vendors prior to and during the review, evaluation, and negotiation process. However, Superintendent may, upon applicable request, disclose any Proposal to the extent it is a public record in accordance with California law.
- F. **No Guarantee of Award of Contract:** This RFP does not create any obligation whatsoever, either express or implied, for Superintendent to award any contract to any Vendor or other party. Superintendent at all times retains the sole and absolute right to select Vendor that best meets Superintendent's needs, or to select no Vendor at all. The award of any contract to a Vendor is subject to separate approval by Superintendent.
- G. **Resulting Contract:** Superintendent may require, in any contract resulting from this RFP, that Vendor provide a performance bond, guarantee agreement, letter of credit or other form of guarantee of performance, in such an amount as Superintendent may determine. Any contract resulting from this RFP shall be a stand-alone contract and shall not be subsidiary to any other contract or terms and conditions that may be in effect between Superintendent and Vendor.

- H. **Vendor Review and Understanding of RFP:** Vendor must thoroughly review the contents and requirements of this RFP. The failure by Vendor to properly understand any agreement, form, instrument, addendum, or other document associated with this RFP shall in no manner and to no extent relieve Vendor from its obligations pursuant to this RFP or any contract resulting from this RFP.
- I. **Preparation of Proposal:** A Proposal must be complete in all respects and contain all information required by this RFP. Superintendent may reject a Proposal if it is incomplete, conditional, not in the form required by this RFP, or contains other irregularities. Superintendent will reject a proposal if, in the opinion of Superintendent, Vendor knew or reasonably should have known that any information in the Proposal is arguably misleading. A Proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is authenticated by affixing, in the margin immediately next to the correction, the initials of the person that signed the Proposal on behalf of Vendor.
- J. **Modification or Withdrawal of Proposal:** A Vendor may at any time withdraw its Proposal by providing written request for withdrawal to Superintendent, which request must be signed by an authorized representative of Vendor. At any time prior to the Submittal Deadline, a Vendor may modify its Proposal by submitting the modified Proposal together with a written request to withdraw the original Proposal and replace it with the modified Proposal, which request must be signed by an authorized representative of Vendor.
- K. **Time Proposal Must Remain Open:** After the Submittal Deadline has passed, Vendor may not withdraw its Proposal for a period of one hundred and twenty (120) days from the Submittal Deadline.
- L. **Ownership of Documents:** All Proposals and other materials submitted in response to this RFP shall become the property of Superintendent.
- M. **Responsibility for Costs:** Each Vendor (and not Superintendent) shall be responsible for any and all costs incurred by Vendor in connection with this RFP, including, without limitation, costs associated with preparation and submission of a Proposal, and expenses associated with travel to any presentation, interview or other meeting. In no event will Superintendent reimburse any Vendor for any such costs or expenses.
- N. **Vendor Responsibility for Subcontractors:** If Vendor proposes to team with other companies, Vendor must submit all information required by this RFP, including information relating to matters within the anticipated scope of the Subcontractors' responsibility. However, the Proposal must be executed by only one lead entity designated as Vendor, and "co-proposing" by separate legal entities is not allowed.

If Vendor proposes to use any Subcontractors in connection with the Service, in no event shall Vendor be released from any responsibility it may have pursuant to this RFP or any contract resulting from this RFP, and Vendor shall be solely responsible for the actions of such Subcontractors. Vendor shall be responsible for the management and performance of its Subcontractors, including, without limitation, any suppliers. Vendor must communicate the Service objectives and standards to the Subcontractors and ensure that the Subcontractors adhere to such objectives and standards. Superintendent may require that Vendor or any particular Subcontractor submit administrative or other information relating to the Subcontractor.

- O. **Unethical Behavior:** By submitting a Proposal, a Vendor shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity (in the form of entertainment, gifts, or otherwise) to any officer, employee, consultant or agent of Superintendent, with the intent or goal of obtaining favorable treatment with respect to the selection of a Vendor. If Superintendent determines that a Vendor has breached or violated such warranty, Superintendent may terminate any contract that it has with such Vendor, in whole or in part, and Vendor shall be responsible and liable for any associated losses and/or damages incurred by Superintendent. The rights and remedies of Superintendent pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies Superintendent may have pursuant to law or contract.

PART 5: QUESTIONS REGARDING THIS RFP

- A. **Questions from Vendors:** If Vendor determines that there is any ambiguity, conflict, discrepancy, omission, or other error in this RFP, or if Vendor otherwise seeks any clarification of any matter set forth in this RFP, Vendor may seek clarification of such matter from Superintendent. Questions regarding this RFP should be set forth in writing and sent via e-mail to rcocslrfp@rcoe.us, and the e-mail subject line of each such question should be specified as "**K-12 Online Content STEAM Resources**". The foregoing is the exclusive means of asking questions regarding this RFP, and no persons other than the authorized personnel of Superintendent's Contracts and Purchasing Department are authorized to receive or respond to questions regarding this RFP. Superintendent shall have no obligation to respond to questions sent to any other person or entity, and Superintendent, in its sole discretion, may determine not to consider the Proposal of any Vendor that seeks information regarding this RFP from any unauthorized person or entity.
- B. **Deadline for Questions:** The deadline for submitting questions regarding this RFP is **August 16 2021, by 10:00 a.m.** Superintendent, in its discretion, may determine not to respond to questions submitted after the deadline or may extend the deadline for submittal of Proposals so that all responding Vendors will have the benefit of responses to questions submitted after the deadline.
- C. **Responses to Questions:** Superintendent will to the best of its ability respond to questions regarding this RFP that it receives in accordance with this Part 5. If it responds to a question, Superintendent will send the question and response to all Vendors known to have received this RFP. Superintendent will send responses to questions to such Vendors by e-mail, letter, or addendum to the RFP, or other means as deemed appropriate.

PART 6: SUBMITTAL OF PROPOSALS

- A. **Submittal Deadline:** A Vendor that desires to submit a Proposal must do so no later than date and time specified as the submittal deadline on the cover page to this RFP (“Submittal Deadline”). The time indicated on the clock or other device used by Superintendent for purposes of receipt of Proposals shall be conclusive for purposes of determining when the Submittal Deadline has occurred, and each Vendor shall be responsible for ensuring that its Proposal is timely received by Superintendent at the place specified on the cover sheet.
- B. **Change in Submittal Deadline:** If Superintendent, in its sole discretion, determines that any addendum or other change in circumstances is of such nature that additional time is required for Vendors to prepare and submit Proposals, Superintendent will establish a new Submittal Deadline and provide notice of such new Submittal Deadline to all Vendors known to have received a copy of this RFP.
- C. **Late Proposals and Extensions of Time:** Superintendent, in its sole discretion, may determine not to consider any Proposal, or request to modify any Proposal, that is received by Superintendent after the Submittal Deadline. Superintendent, in its sole discretion, may determine to extend the period for receipt of Proposals and requests to modify Proposals, for any length of time, without needing to provide notice to any Vendors of such extension.
- D. **Intent to Submit Proposals:** Please provide an email by **August 16, 2021**, if your organization intends to explore submitting an offer to this RFP to rcocslrfp@rcoe.us, subject line: “**K-12 Online Content STEAM Resources.**”
1. Providing this information is not binding, but will assist the California State Library and the Riverside County Superintendent of Schools in the administrative planning of this RFP process.
- E. **Locations for Receipt of Proposals:** Proposals must be submitted electronically in its entirety via email to epurchasing@rcoe.us, subject heading “**K-12 Online Content STEAM Resources**”.
- F. **Number of Copies:** Vendor must submit one (1) electronic copy of its entire Proposal via email to epurchasing@rcoe.us.
- G. **Submission Instructions:** All potential vendors accept the conditions of this Request for Proposals including, but not limited to, the following:
1. RFP shall not exceed thirty (30) pages in length. No appendices and no attachments with the exception of the agreements.
 2. All submissions shall become the property of the Riverside County Office of Education and will not be returned.
 3. Late submissions will not be evaluated. By inserting date and time contractors know when submission will considered late.
 4. The Riverside County Superintendent of Schools reserves the right to reject any or all proposals on behalf of the California State Library on the basis of being unresponsive to these guidelines or for failure to disclose requested information.
 5. The Riverside County Superintendent of Schools on behalf of the California State Library shall not be liable for any costs incurred by potential vendors in the preparation of submittals and proposals nor for costs related to any element of the selection and contract negotiation process.

6. DO NOT submit supplementary material. DO NOT build any web links to specialized presentation or information for the purpose of this RFP in your submittal. Access ability to the proposed resource should be from a general user's perspective (student and/or educator's real-use perspective).
7. Responses to all items shall be complete.
8. All references shall be current. The named party shall have been contacted informing them that their name is being used as a reference. Should any information presented by the potential Vendor be found to be inaccurate, the evaluation team may score zero for the item.

PART 7. SELECTION PROCESS

- A. **Superintendent Discretion:** Superintendent, on behalf of the California State Library has and shall retain the sole discretion to implement (and to thereafter alter in any manner) any methods or procedures for selection of a Vendor as Superintendent deems appropriate. Without limiting the foregoing, such procedures may include review of Proposals and interviews of one or more Vendors by a review and selection committee composed of Superintendent Officials, consultants and/or others. Superintendent, in its sole discretion, may alter its anticipated scheduling as related to this RFP, may reject any or all proposals, and may waive informalities and minor irregularities in any Proposal.
- B. **Selection Criteria:** From the submissions received, the evaluation committee may develop a short-list of qualified proposals based on their aggregate scores from the matrix below. Cost will be considered as part of a best value selection process at this time as well.

Potential Vendors proposing multiple platforms, sets of content and/or tools should submit budget proposals for all the resources being proposed, as well as, budget proposals for each separate platform and/or resource.

Evaluators may select individual portions of a potential vendor’s proposed suite of online resources rather than the entire package.

Offers will be evaluated by an evaluation committee consisting of staff and advisors to the California State Library and the Riverside County Superintendent of Schools. The evaluation committee may propose up to six (6) of the highest qualified potential vendors for further consideration to provide visual and hands-on demonstrations.

If the partnership of the California State Library and Riverside County Superintendent of Schools receives less than six (6) responses to the RFP or determines that fewer than six (6) potential vendors are qualified to perform the required services, the evaluation committee may select less than six (6) potential vendors for visual and hands-on demonstrations.

All potential vendors submitting proposals will be notified in writing regarding the results. After proposal demonstrations have been rated, contract negotiations may then commence with the highest ranked potential vendor(s). If negotiations fail, negotiations with the potential vendor may be terminated, and the California State Library and Riverside County Superintendent of Schools may enter into negotiations with the next highest ranked potential vendor(s).

Aspect Requirements		Points
1.	ACCESS: The proposal includes detailed information and plans on how to fulfill all components of the online access and accessibility requirements for students, teachers and educational staff.	10
2.	EASE OF USE: What is the quality of the search feature? What is the quality of the browse feature? Are there adequate instructions for utilization for students and educators with a wide range of levels of expertise? How does the information display on various devices such as desktop/laptop, tablet, and phone for use by a variety of users, including those with disabilities?	10
3.	NUMBER OF INFORMATIONAL ENTRIES AND/OR TOOLS: How extensive are the amount of informational entries or tools available for students and educators?	10
4.	BROADNESS OF INFORMATION AND/OR TOOLS: Are the available informational entries or tools broad and diverse in both content and skill level? Enough to serve as a secondary resource in multiple STEAM related subjects, as well as other areas of study if desired?	10
5.	QUALITY OF INFORMATION AND/OR TOOLS: Is the information clearly connected to primary and secondary sources, and/or does the compilation of the information provided through the online resources give the evaluation team	10

	confidence in its accuracy? If tool-based, are the tools using up-to-date technology and techniques for meaningful instruction?	
6.	AGE/GRADE/READING SKILL AND TECH SKILL APPROPRIATENESS: Are the entries or tools appropriate for the ages, grades or reading skills, as directed by the proposal?	10
7.	ALIGNMENT WITH CALIFORNIA STANDARDS AND FRAMEWORKS: Does the content align with the most recent standards and frameworks for the various subject areas for the state of California?	10
8.	CULTURALLY COMPETENT: Does content appropriately reflect the diversity of California's population, including linguistically? Are diverse perspectives and sources provided in a culturally competent manner through offerings as well as search and browse features? If tool-based, are the tools useful and appropriate for the diversity of California's students?	10
9.	INSTRUCTIONAL BENEFITS: Does the content offer additional learning enrichment or instructional tools? Examples could include (but are not limited to): A. Resources for teachers (lesson plans, instructions on alignment to standards, etc.) B. Advanced usage information (teachers can see their students' viewing of the information) C. Straightforward and easy-to-use adjustments for grade/reading level D. Alluring and interesting multi-media E. Self-guided comprehension tools (questions, quizzes, discussion and comment capability) F. Non-English assistance G. Other advantages identified by the potential vendor	10
10.	IMPLEMENTATION PLAN: Does the response include an implementation schedule and project plan that clearly defines how students, staff, and teachers will be on boarded in the requested timeframe? Is there adequate training, tutorials, help-desk access and/or other means for students and educators to utilize the resources and/or tools?	10
Total Points		100

- C. **Follow-up Questions:** After initial evaluation of Proposals, Superintendent may request a meeting with any Vendor for purposes of requesting answers to specific questions relating to the Proposal submitted by Vendor, or may request that Vendor answer specific questions in writing.
- D. **Reference Checking:** Superintendent, in its discretion, may check Vendor's references, which may include interviews, teleconferences, and site visits. Superintendent also may check the references of any or all proposed Subcontractors.
- E. **Insurance:** Selected Vendor shall maintain in force at all times during the performance of the ensuing Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:
 - 1. **Commercial General Liability** – one million dollars (\$1,000,000) combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of the Consultant in the performance of the work herein provided.
 - 2. **Automobile Insurance** – equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the contract covering any personal or property damage which may arise in or out of the contract obligation.

- 3. **Worker's Compensation Insurance.** If the Consultant has employees as defined by the State of California, the Consultant shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.
- 4. **Professional Liability.** Consultant will obtain a Professional Liability Insurance in the amount of one million dollars (\$1,000,000) including coverage for errors and omissions caused by CONSULTANT'S negligence in the performance of its duties under this Agreement.

F. **Term of the Agreement:** It is anticipated that Superintendent will enter into an agreement with the successful Vendor for the estimated period of **October 1, 2021, through June 30, 2022**. Costs will be prorated for the first year based on when the contract is awarded. Term of the agreement can be extended for five (5) additional years by mutual, written consent, of both parties. Any extension or renewal will be at the discretion of the California State Library and the Riverside County Superintendent of Schools.

G. **Contact List: K-12 Online Resources**

<p>California State Library 914 Capitol Avenue (State Librarian, historic building) <i>or</i> 900 N Street (support offices/mailroom) Sacramento, CA 95814 Mailing address P.O. Box 942837 Sacramento, CA 94237-0001 Email*: Greg.Lucas@library.ca.gov or Marybeth.barber@library.ca.gov <i>* These contacts are not for potential vendors. Please see information for RCOE questions from potential vendors</i></p>	<p>Riverside County Office of Education 3939 Thirteenth Street Riverside, California 92501 Mailing address P.O. Box 868 Riverside, California 92502-0868 Phone: (951) 826-6291 Email: epurchasing@rcoe.us</p>
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Document 1
CERTIFICATION OF VENDOR QUALIFICATIONS AND NONDISCRIMINATION COMPLIANCE

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH RFP

The undersigned Vendor certifies that it is, at the time it submitted its Proposal, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Vendor further certifies that its personnel are skilled and regularly engaged in the general class and type of work called for in the contract documents.

Vendor represents that its personnel are competent, knowledgeable and have special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Vendor further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work, which may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.

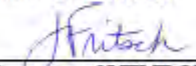
Vendor certifies that it shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited.

Vendor certifies that it shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act. Vendor certifies that the content and/or tools provided in the submitted Proposal are ADA accessible, per the Web Content Accessibility Guidelines (WCAG) 2.1.³⁸

Furthermore, Vendor hereby certifies to Superintendent that all representations, certifications and statements made Vendor, as set forth in this proposal form, are true and correct and are made under penalty or perjury.

Signed this 23rd day of August, 2021 (year)

Gale, a Cengage Learning Company
 Name of VENDOR


 Signature of VENDOR

³⁸ More information on these guidelines may be found at [Web Content Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](https://www.w3.org/), and background regarding online educational content and accessibility in California public education may be found at [Accessibility Web Standards - Web Site Information \(CA Dept of Education\)](#).

Document 2

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS**

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH RFP

Pursuant to Federal Regulations Title 34, Part 85 52.209-5, Vendor certifies, to the best of its knowledge and belief, that Vendor and/or any of its Principals:

- (A) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency
- (B) have not, within three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property
- (C) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above, and
- (D) have not, within a three (3)-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Signature of VENDOR:



Printed or typed name

Jennifer Fritsch

Title

Vice President of School Sales

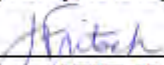
Document 3
NON-COLLUSION AFFIDAVIT
THIS PAGE MUST BE SIGNED AND SUBMITTED WITH RFP

State of California

ss.

County of Riverside


Jennifer Fritsch, being first duly sworn, deposes and says that he or she is
VP of School Sales of Gale, a Cengage Company the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham RFP, or that anyone shall refrain from offering; that Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of Vendor or any other Vendor or to fix any overhead, profit, or cost element of the RFP price, or of that of any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and, further, that Vendor has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham RFP. (P.C.C. 7106)


Signature of VENDOR

August 23, 2021
Date

Document 4
WORKERS' COMPENSATION CERTIFICATION
THIS PAGE MUST BE SIGNED AND SUBMITTED WITH RFP

I am aware of the provisions of Section 3700 of the Labor Code which requires every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



VENDOR Signature

August 23, 2021
Date

Document 5
DRUG-FREE WORKPLACE CERTIFICATION
THIS PAGE MUST BE SIGNED AND SUBMITTED WITH RFP

This Drug-Free Workplace Certificate form is required from all successful Vendors pursuant to the requirements mandated by Government code Sections 8350 et.al. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property of service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provided that each contract or grant awarded by a State agency may be subject to suspension of payment or termination of the contract or grant, and Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance a the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355 (a) and requiring that the employee agree to abide by the term of that statement.

I also understand that if the OWNER determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.al. seq.

I acknowledge that I am aware of the provisions of Government Code Section 83590 ET. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace act of 1990.

Vendor Signature  Date August 23, 2021

Document 6

**DATA SECURITY BREACH REPORTING AND PRIVACY OF RECORDS
PROTOCOLS AND AGREEMENT**

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH RFP

1. **DATA SECURITY BREACH REPORTING:** California Civil Code 1798.82(a) and California Civil Code 1798.29(a) require business' and state agencies to notify any California resident whose unencrypted personal information, as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person. Additionally, when any single breach occurs that effects 500 or more California residents, the business or agency is required to electronically submit a sample copy of the security breach notification, excluding any personally identifiable information (PII), to the Attorney General.

2. **PROTECTION OF PUPIL DATA:** California local educational agencies, such as the Riverside County Superintendent of Schools, hereinafter referred to as "SUPERINTENDENT", and the third party providers, such as Gale, a Cengage Company, hereinafter referred to as "SERVICE PROVIDER", are required by federal and state laws to protect certain pupil data, including but not limited to; financial, health, and educational records. SERVICE PROVIDER must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA), and the California Privacy Rights Act, Civil Code 1798.100, *et seq.*

Additionally, the California Education Code 49073.1 states that any technology services agreement entered into, renewed, or amended after January 1, 2015, between a local education agency and a third party provider must include certain terms. These requirements apply to agreements for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as, digital software that authorizes a third party provider of educational software to access, store and use pupil records.

3. **COMPLIANCE:** In addition to other penalties, an agreement that fails to comply with the requirements of this Agreement shall be rendered void if, upon notice and reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any Party to this Agreement. All Parties subject to this Agreement, voided under this section, shall return all records in their possession to SUPERINTENDENT as detailed in section 7 of this Agreement.

4. **DEFINITIONS:**

Local Education Agency	Includes school districts, county offices of education, and charter schools
Third Party	A provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.
Pupil Records	<ol style="list-style-type: none"> i. Any information directly related to a pupil that is maintained by the local educational agency. ii. Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local education agency employee.
Pupil-Generated Content	Materials created by a pupil, including but not limited to, essays, research reports, portfolios, creative writing, music or other audio files.

	photographs, and account information that enables ongoing ownership of pupil content.
Personally Identifiable Information (PII)	Shall include, but is not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of third party provider's software, website, service, or app, including mobile apps, whether gathered by third party provider or provided by local education agency or its users, students, or students' parents/guardians.
Eligible Pupil	A pupil who has reached 18 years of age.
Individual	For purposes of this Agreement, any reference to individual(s) in this Agreement are referring to pupils, both of minor age and adult, parents, legal guardians, and LEA employees.

SERVICE PROVIDER will be hosting, collecting, or processing SUPERINTENDENT data which may include PII, as indicated on the included SCHEDULE OF ELECTRONIC DATA. SERVICE PROVIDER must provide written responses to items 1-5, as applicable, in the space provided and sign this Agreement indicating acceptance of the protocol. For any items that are not applicable to this Agreement, please write "not applicable". If more space is needed, additional pages may be added.

1. SERVICE PROVIDER shall provide a description of the actions SERVICE PROVIDER will take, including the designation and training of responsible persons, to ensure the security and confidentiality of an individual's records. Compliance with this requirement shall not, in itself, absolve the SERVICE PROVIDER of liability in the event of an unauthorized disclosure of an individual's records.

SERVICE PROVIDER to insert information here.

N/A -- Gale does not collect any Personally Identifiable Information (PII).

2. SERVICE PROVIDER shall provide a description of the procedures SERVICE PROVIDER will take, for notifying the affected individual or, if applicable, their parent or legal guardian, in the event of an unauthorized disclosure of an individual's records.

SERVICE PROVIDER to insert information here.

N/A -- Gale does not collect any Personally Identifiable Information (PII).

3. SERVICE PROVIDER shall provide a description of the means by which a pupil or, if applicable, their parent or legal guardian, may retain possession and control of their own generated content, including options by which this content may be transferred to their own personal account.

SERVICE PROVIDER to insert information here.

N/A -- Gale does not collect any Personally Identifiable Information (PII).

4. SERVICE PROVIDER shall provide a description of the procedures by which an eligible pupil or, if applicable, their parent or legal guardian, may review PII in their records and correct erroneous information.

SERVICE PROVIDER to insert information here.

N/A -- Gale does not collect any Personally Identifiable Information (PII).

5. SERVICE PROVIDER shall provide a description of how SUPERINTENDENT and SERVICE PROVIDER will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) to protect Pupil Records and the California Privacy Rights Act.
SERVICE PROVIDER to insert information here.

N/A – Gale does not collect any Personally Identifiable Information (PII).

6. SERVICE PROVIDER shall notify SUPERINTENDENT within 24 hours of an unauthorized breach.

Notifications shall be sent as follows:

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
PO Box 868
Riverside, CA 92502-0868

7. SERVICE PROVIDER, upon completion of the terms of this Agreement, will provide a Certificate of Destruction that certifies that an individual's records have not been retained or available to SERVICE PROVIDER upon completion of the terms of this Agreement and a description of how that certification has been enforced. (NOTE: This section shall not apply to an individual's content if the individual or, if applicable, their parent or legal guardian, chooses to establish or maintain an account with SERVICE PROVIDER for the purpose of storing that content either by retaining possession and control of their own generated content, or by transferring their own generated content to a personal account.)
 - A. SERVICE PROVIDER will ensure all SUPERINTENDENT data will be stored on the SERVICE PROVIDER'S server/virtual server separate from all other clients.
 - B. 60 days prior to the expiration of the final term of this Agreement, or 30 days after receipt of termination notice from SUPERINTENDENT, SERVICE PROVIDER shall submit a Certificate of Destruction Request to SUPERINTENDENT.
 - C. The Certificate of Destruction Request must be sent pursuant to Section 6 of this Agreement.
 - D. SUPERINTENDENT will indicate what method of destruction will be used, if any, and return the Certificate of Destruction Request to SERVICE PROVIDER.
 1. SERVICE PROVIDER will not destroy data unless authorized by SUPERINTENDENT.
 2. If authorized to destroy data by SUPERINTENDENT, SERVICE PROVIDER will provide a completed Certificate of Destruction to SUPERINTENDENT.
8. All records obtained by SERVICE PROVIDER from SUPERINTENDENT continue to be the property of and under the control of SUPERINTENDENT.
9. This Agreement prohibits SERVICE PROVIDER from using any information in SUPERINTENDENT'S records for any purpose other than those required or specifically permitted by this Agreement.

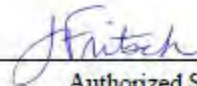
10. This Agreement prohibits against SERVICE PROVIDER using any PII contained in SUPERINTENDENT'S records to engage in targeted advertising.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Riverside County Superintendent of Schools

Service Provider Name:

Signed  _____
Authorized Signature

Signed  _____
Authorized Signature

Jenny Fitzpatrick, Supply Chain Manager
Printed Name and Title

Jennifer Fritsch, VP of School Sales
Printed Name and Title

Date 10/21/2021

Date August 23, 2021

SCHEDULE OF ELECTRONIC DATA

Instructions: Please work with the Service Provider to select all RCOE data elements submitted to or hosted by a non-RCOE electronic system and sign at the end of this section. If all data being collected is de-identified, encrypted, or is aggregate, please indicate in the space provided at the end of this section.

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X	X
	Other application technology meta data? If yes, please attach list.		
Application Use Statistics	Meta data on user interaction with application	X	X
Assessment	Standardized test scores		
	Observation data		
	Other data from assessments such as the Student Climate Survey? If yes, please attach list.		
Attendance	Student school (daily) attendance data		
	Student class attendance data		
Communications	Online communications that are captured (emails, blog entries)		
Conduct	Conduct or behavioral data		
Demographics	Date of Birth		
	Place of Birth		
	Gender		
	Ethnicity or race		
	Language information (native, preferred or primary language spoken by student)		
	Other demographic information? If yes, please attach list.		
Student Name	First and/or Last		

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Enrollment	Student school enrollment		
	Student grade level		
	Homeroom		
	Guidance counselor		
	Specific curriculum programs		
	Year of graduation		
	Other enrollment information? If yes, please attach list.		
Parent/Guardian Contact Information	Address		
	Email		
	Phone		
Parent/Guardian ID	Parent ID number (created to link parents to students)		
Parent/Guardian Name	First and/or Last		
Schedule	Student scheduled courses		
	Teacher names		
Student Contact Information	Address		
	Email		
	Phone		

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Special Indicator	English language learner information		
	Low income status		
	Medical alerts		
	Student disability information		
	Specialized education services (IEP or 504)		
	Living situations (homeless/foster care)		
	Other indicator information? If yes, please attach list.		
Student Identifiers	Local (School district) ID number		
	State ID number		
	Vendor/App assigned student ID number		
	Student app username		
	Student app passwords		
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Student Survey Responses	Student responses to surveys or questionnaires (Student Climate Survey data)		
Student work	Student generated content; writing, pictures etc.		
	Other student work data? If yes, please attach list.		
Transcript	Student course grades		
	Student course data		
	Student course grades/performance scores		
	Other transcript data? If yes, please attach list.		
Transportation	Student bus assignment		
	Student pick up and/or drop off location		
	Student bus card ID number		
	Other transportation data? If yes, please attach list.		
Other	Are there additional data element used, stored or collected by your application? If yes, please attach list.		
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		

OR

I certify that this Schedule of Data is **not-applicable** because all data elements being submitted to, collected, or hosted by the service provider are unrelated to any individual's personally identifiable information (PII) OR have been X de-identified, X encrypted, or X aggregated to make it confidential.

RCOE Employee:

Name: _____

Signature: _____

Service Provider's Employee:

Name: Jennifer Fritsch

Signature: 



PROPOSAL FROM CENGAGE LEARNING, INC

RFP 2021-22/08
K12 Online Content STEAM Resources on behalf
of the California State Library

TRIAL SITE:
https://www.galepages.com/library_ca/k12steam

Hilary L. Fox, Director, Consortia West
P > 480.415.0730 (mobile)
E > hilary.fox@cengage.com





27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331
(800) 877-4253 | WWW.GALE.COM

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1. COVER LETTER

The cover letter must be signed by a Vendor representative who is authorized to bind Vendor, and must include all of the following:

- a. A brief introduction of Vendor and its leadership; b. A description of Vendor's understanding of Superintendent's needs and goals in regard to the Service; c. Summary of the key points of the Proposal and how those relate to accomplishing Superintendent's goals for the Service; d. A brief description of the characteristics, if any, that distinguish Vendor from others, including, among other information, Vendor's experience with execution of the Service; and e. List of sites Vendor is proposing to serve.

September 2, 2021

Via e-mail submission

Edwin Gomez, Ed.D., County Superintendent of Schools
 Riverside County Office of Education
 3939 Thirteenth Street
 Riverside, CA 95202

RE: K-12 Online Content STEAM Resources on behalf of the California State Library | RFP 2021-22/08

Dear Mr. Gomez:

Gale, a part of Cengage Learning, Inc., is pleased to respond to Riverside County Office of Education's interests in online content and educational tools to support Science, Technology, Engineering, Arts, Math and other related subjects for shared access to all California students, staff, educators and communities as detailed through the [2021-22/08-RFP for K-12 Online Content STEAM Resources on behalf of the California State Library](#). Gale, a Cengage Company, drives positive outcomes by connecting K-12 students to the content they need to become lifelong learners; and for teachers, to the resources that make it easier for them to grow professionally as educators. Gale resources are designed to empower both educators and students in all types of learning communities.

Gale intends to serve all California communities with this proposal. Educators, students, and staff in ALL California's K12 schools and public libraries will have unlimited, barrier free access to curriculum aligned content, high quality, age appropriate STEAM resources that can be accessed anywhere, anytime, on any device. Resources are complete and self-contained and can be integrated with learning management systems universally. Gale's proposal includes access to all sites included in the RFP with multiple authentication and access options, including Geo location for barrier-free access.

Gale offers access to age-appropriate content in an easy-to-use online format that is available at school, at home, through public libraries, and on the go with mobile applications and accessibility. Our online resources are more than just information delivery, they activate student curiosity and foster inquiry driven learning. In addition to interactive models and multi-media content, Gale resources support research with access to full-text documents and articles, important tools to enhance learning, and are curated to include the most recent educational curriculum standards. Because the pairing of research and technology has become integral for learners of all ages, Gale works to create innovative, engaging, digital resources to support the STEAM curriculum, critical thinking and analysis, and the development of other skills and competencies necessary for student inquiry-driving learning.

Cengage is headed by Chief Executive Officer, Michael Hansen. Under Mr. Hansen's direction, Paul Gazzolo, Brian McDonough, Harmony Faust, and Shawn Clark serve as leaders in the Gale brand's business development, sales, marketing and communications, and product development, respectively. This project would be led by our Consortia and K12 leadership teams and served by the entire Gale team, mandated by the Gale Cengage ethos to put learning first and to set the bar higher to do more together as a learning community.

Cengage is a leading provider of innovative teaching, learning, and research solutions for the academic, professional, and library markets worldwide. The company's products and services are designed to foster academic excellence and professional development, increase student engagement, improve learning outcomes, and deliver authoritative information to people whenever and wherever they need it. Gale has been a premier educational publisher for 65+ years and since 1998, has collaborated with K12 communities of all sizes to develop and deliver digital assets designed to provide current, authoritative, supplemental curriculum digital resources. Gale believes that engagement is the foundation of learning. Engagement is at our core and our focus is on engaging with learners, in the classroom and beyond, to ensure the most effective product design, learning solutions, and personalized services to help students learn.



Gale understands the California State Superintendent of Public Education's needs and goals and the necessity of providing age appropriate content that is easily accessible. Gale resources are available online at any time and from anywhere. California's initiative aimed at *Closing the Digital Divide* supports distance learning in California schools and ensures equitable teaching and learning environments. Gale resources offer that same equitable access to quality resources to all California learners in an easy-to-use and easy-to-access format. Gale understands that a learning adventure is strengthened through reading. Gale offers targeted resources with Lexile reading levels and age appropriate content to engage readers on every page and build on the excitement of learning. The California Statewide Literacy initiative is focused on improving learning through reading, and the proposed Gale content provides the resources necessary to support this program. Finally, Gale is attuned to the California State Superintendent's *Jobs for Tomorrow* initiative, meant to give equal access to STEAM and Computer Science programs to all learners. Gale's resources are updated daily to provide the most up-to-date and accurate STEAM content. Content provided through a Gale resource is aligned with California state standards and supports curriculum available to students through school and public libraries. A student who has early and frequent access to curated STEAM content builds their interest in these important subjects. Gale content supports early and frequent learning initiatives and can provide necessary content to engage all learners, ultimately providing a foundation for their educational future and beyond.

Gale has created a specific resource package for ALL California K12 Schools and Public Libraries. All offered resources meet or exceed the specifications for curriculum alignment, content quality, coverage of subjects, grade level focus, and ability to enrich STEAM content accessibility. Gale products come with a best-in-class support team that includes individualized technical, training, marketing, and customer support to ensure the best possible engagement. The proposed product list (hyperlinked to our open-access information pages) includes:

- [Gale in Context: Science](#)
- [Gale Interactive: Science](#)
- [Gale in Context: Environmental Studies](#)
- [Gale in Context: Elementary](#)
- [National Geographic Kids](#)
- [Gale eBooks \(STEAM Collections for K12\)](#)

Proposed products cover elementary, middle school, and high school curriculum that is aligned to California state and national standards. All resources are available online, 24/7/365 with minimal scheduled downtime and content that is updated daily. Resources cover a variety of STEAM and other subjects. All online databases would provide continuous access to all California K12 school students, educators, librarians, administrations, and others for both on and off campus usage. All proposed resources would be available through California public libraries to provide full community access and reach for all California learners. Gale resources deliver content and tools for student-driven inquiry that includes interactive models, engaging multi-media, resources for educators, with easy to use, intuitive searching, and more.

By providing barrier free community access with Geo IP authentication, Gale STEAM resources will provide demonstrable impact and positive outcomes to California's learning communities. Our STEAM resources create greater equity in access, while leveraging existing K12 and public library investments in information technology. Through this opportunity, Gale offers all California K12 districts and Public Library communities a significant savings with STEAM online content to empower every school and public library community with focused, authoritative content.

Gale is a publisher first and foremost, with 65+ years' experience with educational publishing, technology, and a true library advocate. Gale curates content and develops tools for K12 specifically, we do not simply put a different interface on a single set of content. Gale works with 34+ state/province wide programs in North America serving communities of all sizes with the resources most needed to support education and life-long learning.

Thank you for the time you invest in a review of our proposal. All proposed resources are easily accessible via the trial site: https://www.galepages.com/library_ca/k12steam. We invite questions as you review our proposal and look forward to your favorable response.

Respectfully,


Jennifer Fritsch
Vice President School Sales



281-923-2695 | jennifer.fstsch@cengage.com

2. VENDOR NAME

The name of the potential Vendor shall be clearly indicated at the top of each page.

Gale is a Cengage Company – a brand of Cengage Learning, Inc. Our logo serves as our name at the top of each page of our proposal response.

3. TABLE OF CONTENTS

Responses shall include a Table of Contents indicating the section and page numbers of the information included.

A Table of Contents indicating the section and page numbers is included in our response.

4. EXECUTIVE SUMMARY AND DESCRIPTION

Executive Summary and description of the scope of work and services being offered. This section must include acknowledgement that the potential vendor has read and understands all RFP requirements.

As a global provider of research and learning resources, Gale believes that engagement is the foundation of learning and that education is the foundation of every community. Our resources are created to be visually appealing, easy to use, and provide the custom curated content California learners need for their research, educational, and career goals. Gale is focused on our customer, providing innovative resources and superior technical and customer service to provide your learning communities with authoritative content to meet diverse learning styles. With interoperability between resources, the STEAM collection allows California to build substantial resources for all ages using a variety of sources. Gale is excited to provide the following STEAM resources to meet the needs of all California students and library patrons:

- < [Gale in Context Science](#)
- < [Gale Interactive Science](#)
- < [Gale in Context Environmental Studies](#)
- < [Gale in Context Elementary](#)
- < [National Geographic Kids](#)
- < [Gale eBooks: ISTEAM Titles](#)

The product list includes hyperlinks to our open-access information webpages for additional product information.

For more than six decades, Gale has provided students, educators, and libraries with authoritative content and continues to lead with innovative learning technology. As a publisher and aggregator, we partner with schools and libraries to deliver essential information to educators, researchers, and learners of all ages. Gale is among the most trusted names in information publishing, content aggregation, and distribution. With more than 35,000 magazines, newspapers, journals, and online books, Gale informs a global network of scholars, professionals, educators, and editorial experts focused on your needs. Our electronic information products are the choice of users worldwide.

Gale is delighted to share our critically assessed, digital resources with you. Proposed Gale products offer unlimited access from every K-12 public school, district, LEA, and public library in the state or by authenticated remote access from any internet connection in the world. At home or traveling, Gale offers the content Californians need to enhance their educational and career goals.

Gale has read and understands all RFP requirements and has created a distinct package of resources specifically meant to offer exceptional value to California learners. We are offering all California K-12 schools, districts and Public Library communities a significant savings with core online content meant to give every learner the best possible STEAM content, at any age. Gale is able to meet all outlined educational interests and technical requirements, as well as include an implementation strategy that includes dedicated support staff, web portal design (as desired), and support for 24/7 access from any Internet connection. We include high-impact training to assure curriculum alignment, with tools and tips to generate community awareness. Technical support will be available at every stage of the project through our US-

Visit the trial site at https://www.galepages.com/library_ca/k12steam.

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based technical support team, and superior marketing services are offered for a maximum return on investment in Gale Resources for California. Gale will provide all services and supports at no charge with a contract for our proposed products contained herein.

5. K-12 EXPERIENCE AND BACKGROUND

Provide K-12 Experience and Background.

Gale's K-12 history was established in the 1950s as a publisher of original references, and industry and discipline-specific encyclopedias. As Gale and the information highway evolved, Gale's progressive digitization methods and technical infrastructure opened the door for strong publishing partnerships that allowed us to curate highly focused, aggregated databases for discovery, learning and research. We utilized close relationships with school and public librarians to inform both content and technical functionalities of our virtual collections, along with tool and resources to empower their work. Gale evolved to become a principal provider of online content for California libraries and leads the industry with innovative tools, search engines and access points to pave the way for success in libraries and schools across the nation. Today, virtually every school library in the United States includes Gale publications under a variety of imprints and formats. Gale resources are also in every public library in California and across the US.

Gale K12 education databases give teachers the opportunity to expand learning in new ways. Databases are visually appealing, intuitive, and a trustworthy resource where students can find vetted, age-appropriate content that is engaging and sparks curiosity. By helping students develop the right research skills early on, educators are preparing elementary and middle school students for success in high school, college and beyond. Gale provides essential, curriculum-aligned digital content that empowers educators to solve curriculum challenges and meet students where they are.

Gale's K12 mission is to help students succeed in school and in life by connecting them to the curriculum-aligned digital content they need to become lifelong learners. Through an integral pairing of research and technology, Gale helps schools bridge the digital gap between the library, classroom, and home. Gale provides digital instructional materials to make it easier to meet students where they are. Digital resources are just one part of our story. Gale offers engaging webinars, white papers, best practices guides, and more to inspire educators as they work to achieve their goals.

Immersed in K12 teaching and learning communities for decades, Gale offers the 'extras' that educators require to engage learners. With Gale resources, students and teachers can work independently and collaborate in collecting information and sharing it because they can easily access, search, cite, translate, highlight, select, download, print, and embed items in projects, whether in paper or electronic format. Resources offer easy copying/pasting, the ability to add InfoMarks, and download Gale source materials using Google Classroom and Microsoft Office tools to create high quality outlines and presentations that integrate maps, charts, and other visuals along with audio and video clips to enhance presentations and spark discussions. Further, Gale database attributes, such as G Suite and Microsoft Tools, allow educators and students to easily share authoritative content via email and online forums, including class blogs. This approach allows for easy discussion launching for blog related assignments, along with out of class readings, and virtual classroom sessions that can be perfect for virtual activities.

Gale's LTI 1.0 Certification means schools can access Gale resources within any learning management system (LMS) that supports LTI 1.0. Incorporating Gale resources into an LMS expands access and increases student discovery from within the classroom. Optimized integration with popular platforms and providers, like Canvas and Schoology, allows for the embedding of links or documents directly into assignments, discussions, and more. Gale resources are also compatible with Moodle and Blackboard. Educators can adopt specific e-resources and content to support course curriculum while reducing the steps involved in incorporating Gale content into a course. Permalinks provide reliable access for the entire class and eliminate the need for student authentication, creating a seamless workflow experience for users.

6. VENDOR PROFILE

(Not in excess of three (3) pages) Vendor profile must include all of the following information:

Visit the trial site at https://www.galepower.com/library_ca/123456.

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a. The full company name of Vendor, the state in which Vendor was organized, the date Vendor was formed, the entity number assigned to Vendor by California Secretary of State, if applicable, and Vendor's federal taxpayer identification number:

Cengage Learning, Inc., is a privately held "C" Corporation. The company is wholly owned by Cengage Holdings II with offices located at 200 Pier 4, Boston, MA 02210. Gale is a Cengage Company – a brand of Cengage. Its offices are located at 27500 Drake Road, Farmington Hills, MI 48331. Gale has been doing business since 1954 and was acquired by Cengage Learning (then known as the Thomson Corporation) in 1985.

The Cengage Learning name was established in 2007 but Cengage Learning was incorporated in 1994 in the state of Delaware. Cengage's entity number assigned by the California Secretary of State is C1892428. Cengage's federal taxpayer identification number is 59-2124491.

b. The name, title, address, telephone number, and e-mail address of a Vendor representative who will be Vendor's primary contact person for purposes of the Proposal:

Hilary Fox, Director Consortia West, is your primary point of contact for proposal content, technical matters, and other assistance regarding this proposal.

Hilary Fox, Director, Consortia West
27500 Drake Road, Farmington Hills, MI 48331
480-415-0730 | hilaryfox@cengage.com

c. A description of Vendor's organizational structure, any anticipated changes to Vendor's business and/or marketing strategies, whether public or non-public, that may impact Vendor's ability to provide services in connection with the any or all phases of the Service:

Cengage Learning is a leading education and technology company built for learners. Cengage is headed by Chief Executive Officer, Michael Hansen. Cengage has approximately 4,400 employees. Under Mr. Hansen's direction, Paul Gazzolo, Brian McDonough, Harmony Faust, and Shawn Clark serve as leaders in the Gale brand's business development, sales, marketing and communications, and product development, respectively. Gale has over 1,200 dedicated professionals who make its resources possible.

There are not any anticipated changes to Cengage's business or marketing strategies that will impact our ability to provide services in connection with any or all phases of service as defined through this RFP. In August 2021, Cengage Learning began a rebrand to Cengage Group. This change will not affect any services or content offered in this proposal.

d. A description of any existing business relationships Vendor and/or any of its parent and/or affiliate companies have with Superintendent:

Gale has an extensive business relationship with California schools and libraries. We partner with over 10,000 schools and libraries to provide access to educational electronic resources throughout the state.

e. A description of any and all claims and judicial or administrative actions filed against Vendor and/or its parent or affiliate companies in the last five (5) years and the outcome of those claims and actions, including, without limitation, decisions adverse to Vendor and/or its parent or affiliate companies:

N/A – Cengage has not had any claims or judicial or administrative actions filed against them or our affiliate brands in the last five years.

f. A description of any and all disciplinary actions or other actions taken within the last five (5) years by any governmental or regulatory entity (including, without limitation, any court) against Vendor and/or its parent or affiliate companies and/or any of their respective owners or principals:

N/A – Cengage has not had any disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity against Cengage or any of our brands, affiliate companies, or respective owners or principals.

g. A list and summary of any and all judicial or administrative proceedings involving Vendor's sourcing activities and anti-trust actions to which Vendor and/or its parent or affiliate companies have been a party within the last five (5) years:



N/A – Cengage has not had any judicial or administrative proceedings involving sourcing activities and anti-trust actions within the last five years.

7. TEAMWORK APPROACH AND REPORTS

Potential Vendors that use a "team approach" should provide information on each firm included in the team. Provide a copy of the latest company annual report and a summary of the longevity and financial strength of your firm, or in the case of a team approach, the report of the primary Vendors.

Gale, a Cengage Company, is not utilizing a team approach as it is laid out in this RFP and will not use subcontractors for any of the work offered or required. Gale is the single respondent and only firm that will be responsible for bringing all required content, training, and reporting to California K12 students and their educators. Cengage has revenues of more than \$1 billion annually, suggesting a strong, positive financial strength. While the Cengage name has only been used since 2007, the research and educational products and services Cengage offers have been in existence since 1954. Due to its volume, please see the latest company annual report for fiscal year ending March 31, 2021 that is posted on our website: <https://cengage.widen.net/4/4000165000/Annual-report-17201-fiscal-year-ended-march-31-2021>

8. PROGRAM TEAM AND RESUMES

List the members of your firm, including principal subcontractors, who will work on contract.

Gale's dedicated Consortia and K12 Team (no subcontractors) serving California will provide leadership and coordination in technical solutions, education and/or library and information science, marketing, training, usage/reporting and all with experience in state-wide implementation and support. Expertise across these teams will be applied to capitalize on the potential to strengthen partnerships between school and public libraries. Our goals will be promoting Gale resources to expand and transform communities, with a focus on school curricula and public library programs, including STEAM content, computer science, career technical education, and more. Gale has decades of experience that will support success to a full range of services from the creation of web portals through superior customer service/technical support for students, teachers, families, librarians and patrons in all California K12 schools, districts, and public libraries. The Gale Consortia Team includes the following primary personnel. Shortened resumes for the purposes of this RFP are included.

Consortia Project Manager/California Team Lead:

HILARY L. FOX | Hilary.Fox@cengage.com | 480-415-0730

Education: Bachelor of Arts, Communication from Arizona State University, Tempe, Arizona

Professional Experience

Gale, a part of Cengage Learning, Director, Consortia West, 2015 – present

- > Build strategic partnerships, expand relationships and conduct presentations at multiple levels within Consortia to position Gale resources; lead cross-functional team to ensure all contracts and implementation timelines are met for continued account services, technical support, and training

LYRASIS, Sr. Member Outreach Representative, 2011 - 2015

- > Promoted the LYRASIS mission, image, and membership value; established and maintained creative, collaborative, and mutually beneficial relationships with individual members, consortia, vendors, and staff; developed and executed effective outreach and sales programs for products and services; relationship management, sales planning, contract negotiation, and other communication efforts

Technical Solutions Team, led by:

CHRIS MICHELA | Chris.Michela@cengage.com | 800-877-4253 x18084

Education: Oakland Community College; Macomb Community College

Professional Experience

Gale, a part of Cengage Learning, Director, Technical Services, 2019 – Present



- > Manage a technical team responsible for providing specialized technical support to consortia and large account customers; manage implementation planning processes for all consortia contracts; create proof of concept functionality (Geo-IP Authentication, Federated Search Tools); design, develop, and implement various value added services for customers; provide on-site technical reviews of customer implementations and provide recommendations for enhancement

GALE TECHNICAL SERVICES TEAM	HIGHLIGHTS
<p>The Gale Technical Services Team consists of two important roles, Technical Solution Consultants and Technical Service Specialists. Together, this team works to provide exemplary service to all Consortia and major customers by building and maintaining effective partnerships.</p> <p>The Technical Solution Consultants support all pre and post sales activities and play an active role in coordinating Request For Proposal (RFP) activities. They provide strategies for database implementation and usage driven activities. Our consultants also perform business reviews as well as usage reporting and analysis.</p> <p>The Technical Service Specialists deliver high levels of proactive technical services to consortia and major customers. They work and assist our customers by providing usage reporting/analysis, website design and updates, as well as monthly database and consortia usage reports. Our specialists also provide advanced technical support on all Gale web based products, so they can better assist our customers and work swiftly to resolve any issue.</p>	

Gale, a part of Cengage Learning, Various Roles from 2001 - 2019

- > Promoted from Web Installation Specialist (2001-2007) to Technical Support Representative (2007-2008) to Strategic Usage Developer (2008-2010) to Manager of Technical Services (2010-2019)
- > Consistently built upon product, technical, and customer knowledge to move from providing basic technical support over the phone to designing custom portal pages, consulting with customers on social media efforts, providing detailed usage reporting and analytics, managing technical service and solutions teams, and coordinating all technology and technical issues for customers

Training and Customer Success Team, led by:

MARIAN VALENTINE

Marian.Valentine@cengage.com | 972-571-4680

Education: Master of Science in Library Science, University of North Texas; Bachelor of Arts in History, University of North Texas; Bachelor of Science in Information Science, University of North Texas; Associate of Arts, Mississippi Gulf Coast Community College

Professional Experience

Gale, a part of Cengage Learning, Training Consultant, 2019 - Present

- > Develop and deliver innovative, interactive training and educational experience; market and promote electronic resources; create education plans and lead state-level initiatives; design online newsletters on education trends

Various Employers, Campus/Corporate Research/Senior Librarian, 2012-2019

TRAINING EXPERTISE	EDUCATION
<p>Gale Training Consultants teach libraries to effectively employ Gale resources to support user needs and underscore library R.O.I.</p> <p>Trainers consult with library partners to uncover needs, and design custom training plans to meet strategic learning objectives. They facilitate engaging sessions on a variety of topics, and demonstrate the application of Gale content to library programming, state education standards, and college or university curriculum.</p>	<p>Gale Training Consultants hold degrees directly relevant to the needs of libraries and learners.</p>
	<p>EXPERIENCE</p> <p>Previous work as teachers and librarians, and deep understanding of Gale products and processes, enhances the training team's ability to provide innovative instruction.</p> <p>Degreed Librarians: ●●● Former Teachers: ●● Average Years with Gale: ●●●●●●●●</p>



- > Campus Librarian for West Coast University (2012-2015); Corporate Research Librarian for Kelly Services (2015); Senior Librarian for Fort Worth Library (2015-2019)

K12 California Team, led by:

JENNIFER FRITSCH

Jennifer.Fritsch@cengage.com | 281-923-2695

Education: Bachelor of Arts, Communications from Stephen F. Austin State University, Texas

Professional Organisation Memberships: American Library Association

Professional Experience

Gale, Cengage Learning, Vice President of School Sales, 2014 – present

- > Experienced leader responsible for directing Gale’s sales team to meet or exceed customer expectations
- > Support current and potential new schools and districts with information requests, respond to challenging inquiries to ensure products are the best possible solution, and provide data-driven products and solutions

Gale, Cengage Learning, Southwest Regional Director, 1998 – 2014

- > Managed and supported various sales teams to ensure that account executives and representatives met or exceeded sales goals while providing superior customer service

HILLY KRAVITZ

Hilly.Kravitz@cengage.com | 773-715-1113

Education: Bachelor of Science in Business Administration, Washington University, St. Louis, MO

Professional Experience

Gale, a part of Cengage Learning, Regional Sales Manager, 2014 – present

- > Manages and coordinates initiatives with four full-time California Gale K12 educational consultants
- > Build strategic relationships with customers to understand and meet their digital solutions needs; oversee direct sales, sales strategy, price proposals, revenue forecasts, and contract negotiations while supervising a team of sales representatives

Britannica Digital Learning, Senior Director of Sales, 2007-2014

- > Leveraged customer service and exceptional relationships to strengthen overall revenue; aided in the transition from print to digital products; earned regional leadership awards and advised on product expansion for changing market trends, such as bilingual education, use of multimedia, and national education standards
- > Served as the Director of Professional Development from 2003-2007; created and launched a professional development department to grow the K12 market through customer training; increased participation while reducing training costs; designed and implemented online training to augment face-to-face training

EXPERTS IN SUCCESS

The customer success team ensures every library institution derives maximum value from Gale digital solutions.

Customer Success Managers guide libraries in setting up Gale resources for success. They are experts in the integrating technology, marketing resources, demonstrating Gale resources, optimizing and enhancing resource discovery, and more.

Customer Success Managers take a consultative approach with every library, ensuring they understand how to best support each library’s goals.

The customer success team helps libraries make an impact by partnering with them to:

- Drive awareness and optimize resource discovery
- Simplify access and make it easy to reach new learners
- Maximize the library’s reach by integrating content into end user workflows
- Improve engagement with end users through interactive activities and training tools
- Increase usage with product and subject specific themes and marketing tools
- Interpret and analyze usage reports
- Understand Gale’s administrative and self-service tools

9. VENDOR REFERENCES

(Not in excess of one (1) page) Provide client references for at least three (3) of Vendor’s clients ... Reference information should include ... provided the services to the client.

Texas State Library and Archives Commission
Liz Philippi, School Program Coordinator

Visit the trial site at <https://www.gale.com/librarians/k12team>

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1201 Brazos St., PO Box 12927, Austin, TX 78711-2927
512.463.5852 | cell 281.814.5125 | info@texas.gov
Texas State Library has used Gale databases and printed content since 2000.

New York Online Virtual Electronic Library (NOVELNY)
Amy Heebner, Program Manager
New York State Library, Cultural Education Center, 10B41, Albany, NY 12230
(518) 474-4883 | Amy.Heebner@nysed.gov
NOVELNY has used Gale databases and printed content since 1999.

Florida Electronic Library
Dorothy Frank, Florida Electronic Library Administrator
R.A. Gray Building, 2nd Floor North, 500 South Bronough Street, Tallahassee, FL 32399-0250
850-245-6631 | dorothy.frank@flsdc.usf.edu
Florida Electronic Library has used Gale databases and printed content since 2003.

10. MINIMUM QUALIFICATION: USER ACCESS AND INTERFACE

Provide detailed answers, screenshots, and/or any other resources for the below questions (a-h). It is the intent of the Request for Proposals for potential Vendors to provide user access individually and directly for each Local Education Agency in California through the best means for that Local Education Agency.

- a. Please describe all available methods you have to provision, identify and support student, teacher and administrator access from each of the following locations:

[Selection Aspect Requirement 1: Access (10 Points)]

Access to Gale eResources is available for both in-house and remote use and will be offered through the preferred IP authentication method as selected by RCOE and/or the LEAs for all California K12 students, all administrators and teachers of those students, whether on-campus or remote. Additionally, all California public libraries will be able to access the proposed Gale resources via their preferred method. All offered products are hosted by Gale and accessible through a number of authentication methods, including cookies, IP filtering, Kerberos, LDAP, NCIP, OASIS SAML 2.0, proxy servers, referring URL, shibboleth, SIP/SIP2, username/password, and X.509 authentication certificates. All methods of authentication can be personalized and configured at various access levels and managed by a single overarching entity (such as RCOE or a school or library) through an account management interface.

All methods of user access are available with unlimited log-in sessions. Gale does not place any access restrictions on amount of content viewed or accessed, number of times content or a database is accessed, number of sessions in use at once, or any other limitations that would limit database usage.

Gale authentication access methods include Geo IP access. Geo IP authentication offers seamless transferability, creating barrier free access to the Gale content selected for this proposal. RCOE and/or the LEAs can choose the best possible access methods that makes sense for their end users. Gale also offers Single Sign-On, which allows a user to log in to their Gale databases using a school email address and password. Gale' single sign-on also means that users can access Gale databases using familiar credentials from popular services such as Google, Microsoft, ClassLink, and Clever.

f. School computers

Students and staff will have continuous access to Gale resources from any computer at school and from any place anytime, anywhere in the world, regardless of equipment or issue, including from computers available at any California K12 school, 24/7/365 days a year.

In addition, users can access Gale resources within ANY learning management system (LMS) that supports LTI 1.0. Gale resources offer optimized integration with popular platforms such as Canvas and Schoology and allow for the embedding of links and documents directly into assignments, discussions, and more. Gale resources are also compatible with Moodle and Blackboard, as well as every other LMS. Gale also offers integration capabilities with G Suite for Education and Microsoft Office 365 collaboration tools. This integration enables users to easily access, share, save, and download content, including highlights, notes, and other e-resources.

Visit the trial site at https://www.galepages.com/library_ca/12steam

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2. School created/controlled portals

Gale resources will be available to all K12 schools and educators in California utilizing all access options, including through school created/controlled portals that currently exist and/or are created for the purposes of the services defined through this RFP. Gale provides tools and expertise to create and design custom, web-based, gateways in locations that do not have an existing web site or portal so that students and their families can log into a school website to access Gale resources for school, work, or personal interests. With selection of Gale databases, Gale would be pleased to create a custom portal for all California learners to access Gale and other databases currently offered in the K12 Online Resources Program. Gale designed and created a one-stop website portal for the Texas K12 program, *TexQuest*, to easily identify offered databases by grade level. The *TexQuest Navigator* can be viewed at www.texquest.net. Gale can help public libraries create personalized web page designs and support to drive Gale product usage through *GalePages*. Schools or libraries may also use their Gale Admin credentials to personalize and customize their own sites, create new web pages, and drive additional traffic to valuable Gale content.

3. Direct access with unique identifier/log-in

Gale resources are fully accessible with a unique identifier or log-in, as defined by RCOE. Gale offers direct access to online resources through any internet connection or web source and from any location and any device, whether at home, at school, on the bus, at the library, or on the go. Using a unique identifier or login is available and customizable as defined by the customer. Typical in-library authentication mechanisms supported by Gale can be any of the following: IP, Proxy servers, password, cookie. In addition, Gale supports Library Card Number User Authentication via Remote Patron Authentication Services (RPAS). RPAS utilizes scripts hosted on a Cengage web accessible server that can utilize the following library card number look up, username/password look up, password look up, OPAC/institution patron file look up, barcode pattern analysis and look up, SSO and driver's license or state ID look up.

4. Through California public libraries on-site and through library cards, if appropriate

Gale offered databases are available with unlimited access to all California public libraries, both on-site and through library cards, or using any of the other authentication methods described above, including Geo IP access, if desired. Gale products support Referring URL as a valid authentication method, as well as EXP proxy, LDAP, patron barcodes, and more.

5. Submit a recommended implementation plan to connect schools to your online resources and/or tools.

[Selection Aspect Requirement 10. Implementation Plan (10 Points)]

Please see Gale's proposed implementation plan to connect schools to our online resources and tools. Gale will assume responsibility for the implementation with guidance and support from RCOE/LEA to complete implementation efficiently, effectively, and minimizing the time investment required from the CSL. Implementation can be accomplished within 30 days from the time that California partners provide key information to support the installation process and completion. Gale will leverage existing program information as available as well as current Gale customer access information to expedite the process.

Each Consortia Team member offers consultative and technical services and collaborates to provide superior communication on training, technical, and marketing initiatives. A custom plan and preferred timeline will be provided upon contract award, but a sample plan follows. Our **Technical Solutions Team** will provide an open access page for use during implementation and create a custom portal upon request.* Our team will also identify user groups, support communication efforts, provide usage reporting, and complete any additional technical requirements. Our **Marketing Team** will hold a marketing session within 15 days of award announcement to identify necessary outreach and support to facilitate increased awareness of new resources. And our **Training Team** will hold a planning session within two weeks of award announcement to plan a full suite of trainings to aid members in understanding, using, and including new databases.

*Custom portal design for K12 Online Program available with database subscriptions only.

Please see full implementation plan on the following page.



Implementation Plan:

CSL= California State Library LEA = Local Education Agency RCOE -Riverside County Office of Education

Start Date	Action	GALE	CSL/LEA	End Date	Notes
10/1/2021 Estimated	Award Contract to Vendor(s)		X	N/A	Kicks off project with K12 Online Project Team
10/4/2021	Define Contact Team		X	N/A	Appoint contacts: K12, Public Lib., training, marketing, technology
10/4/2021	Early Access for All K12 Educational Staff	X		No later than 10/8/2021	Open access site available for all CA K12 educational staff
10/5/2021	Kickoff mtg for implementation Access, Mktg, Communication	X	X	No later than 10/8/2021	Layout communication to libraries and schools. Access models and training. Review Open Access Site (access to all) during implementation
10/6/2021	Launch Support Site w/access info, Q/A	X		No later than 10/11/2021	Gale will launch support site with access info, access registration form, contact & support info
10/5-7/2021	Contact info for CA K12 & public libraries		X	No later than 10/8/2021	Share email addresses to permit access & facilitate access communication (Key Benchmark)
10/7/2021	Launch open access site for All – avail for implementation	X		No later than 10/12/2021	Launch site to ALL schools/libraries for access during implementation period
10/7-13 2021 (TBD contract)	Communication To Schools, Libraries: next steps	X	X	Within 10 days of contract	Gale will draft sample communications for CSL; to be distributed by CSL and/or Gale;
10/14-20/ 2021	Training: Gale 101 for all to learn about STEAM project & New resources	X		within 2 wks; No later than 10/30/2021	Gale Webinars: multiple sessions to share info. with all participants: products, access and training info. CSL and GALE will approve content
10/19-21/ 2021	Status update on installation & access site	X	X	10/22/2021	Gale will provide update on implementation. Open Access site available to all selected content during implementation
11/1-5/ 2021	Direct Access for K12/PL available & established	X		No later than 30 days post contract	Merge existing program participants w/Gale customers & direct registrations from support site
11/4/2021	Press Release	X	X	11/17/2021	Press Release – Approval CSL/RCOE
11/17/2021	Portal Design Meeting	X	X	12/8/2021	W/selection of databases Gale will create a designated Portal for ALL K12 Online Program resources (if desired)
January 2022	Back to School Training	X	X	1/31/2022	Webinar on Adopted Resources for libraries, teachers & administration.
Winter/ Spring/ Fall 2022	Attend K12 & Library events (superintendent, district, and teacher focused) CUE Conference	X		Ongoing	Share project content and access info with state stakeholders and integrate trainings when possible at events and conferences
2/15/2022	CA Portal Live	X	X	3/1/2022	CA K12 Program Resource Portal Launch (if desired)
Mar/Apr 2022	Training – Using the STEAM resources for Spring Project	X	X	4/15/2022	Focused training on using STEAM resources for Science Fair projects, Papers & Presentations
5/4/2022	Schedule for summer training confirmed	X	X	5/30/2022	Create training schedule for summer CE and back to school readiness
5/2022	Marketing- point of use tools meeting	X	X	7/2022	Back to school materials for K-12 and public libraries
6/1/2022 9/1/2022 12/1/2022	Quarterly Tech & Usage Review	X	X	Quarterly Review	Check in at 6-month mark to review and analyze stats to identify success and improvements (COI)
8/1/2022	Back To School Promo & Training	X	X	8/15/2022	Training for Libraries & Teacher on Back to School support & outreach
Fall/Winter 2022	Continued attendance at K12 events/shows	X		Ongoing	Advance project success through training, marketing and programs
Quarterly Mtgs; Years 2 - 5	Check in on open issues, product updates, tech review	X	X	Life of contract; optional term	Meetings to ensure we are in contact and partnering for continued success
Life of contract	Training/ Attendance at CA library and school trade shows; Attendance discussed at Qtr. meetings	X		Ongoing	Committed to collaboration with CA K12 educators, administrators and public librarians



b. Describe the dedicated technical support resources you will provide, including, but not limited to, expected dates and times of training and help desk availability, languages, tiers of support, material FAQ's, and procedures for escalation, to schools, school districts, and/or users, such as:

1. Individual students, teachers, and staff

Support is available to all users, including students and their families, teachers and staff with authorized access to Gale resources by Gale Technical Support staff, based in the US, 24/7/365 through a toll-free phone number, and via fax and email:

> Phone: 800-877-4253, Option 4 | Fax: 859.657.4045 | email: gale_technicalsupport@cengage.com

Gale has designed a program to help librarians and teachers implement their *Gale In Context* resources with a rotating theme dedicated to content integration. The current theme is Fresh Year, Fresh Start, and the page can be found at

<https://support.gale.com/marketing/themes/freshstart21>

The program development by Gale instructional experts brings together a variety of resources to help teachers learn about and use their Gale resources and to help librarians and media specialists promote resources to their colleagues and end users.

- > Librarian training tools include PowerPoint decks with scripts built into the notes for each slide so minimal prep time is required for a librarian or curriculum/development contact can present individual Gale resources to teachers.
- > Lesson plans, scavenger hunts, and projects to help educators meet classroom objectives and get students into their resources.
- > Tip sheets and guides covering relevant shared tools to ensure success when using the *Gale in Context* resources. These include a new "Introduce a Topic" teacher tip sheet/student worksheet that includes places for the school's access information as well as areas for a teacher to add links to individual pieces of content, topic pages, and search results. See <https://support.gale.com/doc/freshstart21-tips> for more information.

In-person and virtual trainings are available, as well as recorded webinars at <https://support.gale.com/training/webinars/>. Other online training tools to empower users and develop research skills by learning more about the features, tools, and content in Gale products is available online 24/7/365, accessible at <https://support.gale.com/training>

Materials include lesson plans, library training tools, projects, resource guides, PowerPoint decks, scavenger hunts, tip sheets, tutorials, and webinars. Gale is also in the process of creating combined packs of tip sheets for an educator with worksheet/project documentation for the teacher to give the student as an in-class, homework, or group assignment. This allows for easy introduction of new topics from a Gale database into the classroom. This new resource will include topic introduction and encourage student inquiry. Please see example in the included screenshots.

INTRODUCE TOPICS
Find and share individual background or thought-provoking sources to support a focus question, prompt an initial discussion, or fuel student questions.

1. **Search or Browse Topics** for sources related to an upcoming lesson.
2. Explore examples of each content type. Click a content type to view all. You may find:
 - **Reference** overviews to provide background;
 - **News, Magazines, and Academic Journals** to connect topics to recent events and lend expert perspectives;
 - **Videos, Images, and Audio** to pique student interest;
 - And other premium sources—all in one place!If desired, **Filter Your Results** to quickly narrow to recent or historical **Publication Dates**, unique **Document Types**, **Content Levels** appropriate to your students, and more.
3. Click a result's title to access an item of interest.
4. Use **Get Link** to create a persistent link back to share the source with students. Copy and paste the link into the Notes and Questions document attached to this tip sheet, or share it with students in an email, on a class site, or anywhere else you'd like!

Visit the trial site at https://www.galepages.com/library_csh/12awem.

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ENCOURAGE STUDENT INQUIRY
Find and share a set of sources. Ask students to choose from the results to investigate their questions and take control of their own learning.

- Browse Topics** and select a topic page, or run a search and filter as desired.
- Use **Get Link** to create and share a persistent link back to the entire topic page or set of search results. Copy and paste the link into the Notes and Questions document attached to this tip sheet, or share it with students in the location of your choice.

2. Site Administrator

Site Administrators will have access to our Technical Support department, including outside the normal electronic installation process. Gale's Technical Support department is based in Kentucky, responding to specific requests from individual member libraries outside the normal electronic installation process. Technical support provides maintenance for user identifications, usage reports, and many other areas. Gale's technical support staff is available 24/7/365 to respond to any customer support requests. In the event of a serious problem, the customer support staff will work with the Consortia Technical Consultant team and our External Network Engineering to address the problem immediately. Methods for accessing Gale Technical Support staff include phone, fax, and email. Gale Technical Support staff is available via a toll-free phone number, and via fax and email. This free of charge support can be accessed as noted in [vob.1](#).

3. District Administrator

Technical support for the District Administrator is offered at the same level as for Site Administrator, as explained above. District Administrators also have direct access to the Customer Technical Support Management team, which will be available to respond to any Consortia / State library staff support request Monday – Friday from 8am – 5pm EST by phone and 24/7/365 via email. The members on the Customer Technical Support Management team support in English, but can also provide support in Spanish upon request.

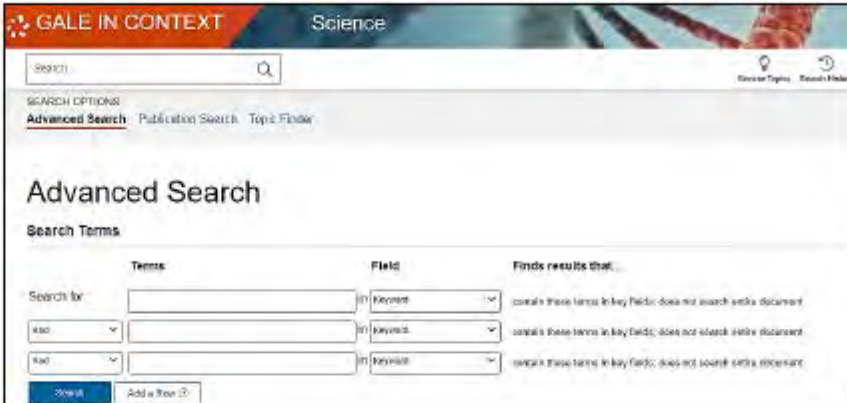
- b. Describe the search feature(s) of your informational content and/or tools resource and, if applicable, how they are differentiated amongst grade level groups.; Describe the browse feature(s) of your informational content resource and/or tools and, if applicable, how they are differentiated amongst grade level groups.

[Selection Aspect Requirement 2. Ease of Use (10 Points)]

Gale offers extensive search and browse features for our databases so users can find the quality information they need in an easy-to-find format. Several Gale resources are built with the same easy-to-navigate user interface, including *Gale in Context Science*; *Gale in Context Environmental Studies*; and *Gale eBooks*. In addition, *Gale in Context: Elementary* features the same easy-to-use interface that has been specifically updated to meet the needs of the youngest learner, with age appropriate search and browse features such as word suggestion, easy click navigation with pictures, and more. *National Geographic Kids* has its own easy to use interface that is also best for young learners, and includes picture navigation and content by type with photos for easy identification. *Gale Interactive: Science* has search and browse features that are best for older learners, with less photo navigation and more categorical limiters using age-appropriate language in all applicable links. Please find additional information on our search and browse features in the charts below, by product.

<i>Gale in Context Science; Gale in Context Environmental Studies; and Gale eBooks</i> (short product descriptions follow search/browse charts)	
Search	<p>The <i>In Context</i> suite of databases includes the following search capabilities; all products also offer a Search History.</p> <p>Keyword</p> <ul style="list-style-type: none"> > Basic Keyword/Phrase search from the home page; can use Boolean operators or natural language; search term results from all citation fields and full-text documents > <i>Gale eBooks</i> also offers a quick access subject, publication, and entire document search from the home page <p>Advanced Search</p> <ul style="list-style-type: none"> > Multi-row keyword or phrase with operators AND, OR, NOT, Proximity, and Nesting; multiple field limiters [i.e. document title, caption, keyword, subject, ISBN, etc.]; Special Characters: Quotation Marks; Wildcards; and Ignored



Gale in Context Science; Gale in Context: Environmental Studies; and Gale eBooks (short product descriptions follow search/browse charts)	
<ul style="list-style-type: none"> > Limiters include: full-text; peer-reviewed; contains images/videos; leveled documents; publication date; content type; document type; content level; Lexile measure multi-select and/or range; and Lexile measure specific entry > Additional Gale eBooks limiters include: publication title[s]; collection; target audience (age group); accelerated reader; interest level; guided reading level; and Lexile code 	 <p>The screenshot shows the 'Advanced Search' page for Gale In Context Science. It features a search bar at the top, navigation tabs for 'Advanced Search', 'Publication Search', and 'Topic Finder'. Below the search bar, there are three search term input fields, each with a dropdown menu for 'Field' and 'Find results that...'. The 'Find results that...' options include 'contains these terms in key fields; does not search entire document', 'contains these terms in key fields; does not search entire document', and 'contains these terms in key fields; does not search entire document'.</p>
<p>Publication Search</p> <ul style="list-style-type: none"> > Keyword/phrase search or can choose to list all publications in the database > Search limiters include: full-text; peer-reviewed; publication format; publication date; country of publication; and language of publication <p>Subject Search Guide (available in Gale eBooks only)</p> <ul style="list-style-type: none"> > Keyword search with fewer limiters (document type; publication date; and publication title) 	
<p>Browse</p>	<p>Topic Finder</p> <ul style="list-style-type: none"> > Discover new and exciting topics from a simple keyword search. Topics offer new connections that are related to the search term, as shown in the screenshots below. A simple search for 'California' resulted in a subset of related subject terms. The useful tool takes the titles, subjects, and approximately the first 100 words from a subset of top search results and feeds them into an algorithm. Keywords shown in the graphics are those found most often in the text within the given search term. Search terms and their related subjects can then be visualized into an interactive Tile or Wheel. Clicking on a topic wheel or tile narrows the original search results to the documents also containing that subject or term. Users are able to zoom in and out of the topic wheel to better read and manipulate offered applicable search terms.



[Selection Aspect Requirement 5. Quality of Information (10 Points)]

[Selection Aspect Requirement 5. Age/Grade/Reading Skill and Tech Skill Appropriateness (10 Points)]

Additional product information for *In Context* databases:

GALE IN CONTEXT: SCIENCE

Gale In Context: Science is an engaging resource that provides contextual information on hundreds of today's most significant science topics. Drawing students in with captivating subject matter, *Science* showcases how scientific disciplines relate to real-world issues ranging from bacteria to obesity and weather. Integrating millions of full-text articles that include national and global publications, 200+ science experiments, 300+ interactive simulations, other multimedia, and top reference content, *Science* is updated daily and offers over 600 pages on topics across the curriculum, covering biology, chemistry, earth and environmental science, physics, and more. Both California and National curriculum standards are available in this product. *Gale In Context: Science* and *Gale Interactive: Science* have interlinking features to display relevant search results from each resource (a dual subscription is required).

GALE EBOOKS (STEAM COLLECTIONS)

Gale eBooks makes it possible to pinpoint trusted reference materials with curriculum aligned eBooks wherever and whenever you want. You'll find a custom selected list of titles from specialized sources and top publishers to directly meet the needs of California K12 learners and support STEAM curriculum. Browse, search, and download chapters in this easy to use online database. Gale has included collections for all ages and has curated a package of native Spanish Language K-8 STEAM titles. Additionally, Gale's K-5 eBooks are now accessible directly as part of the search experience in *Gale In Context: Elementary*. Gale is offering 80 specific eBook titles targeting STEAM curriculum for grades pre-K through 12.

Offered eBooks include the below titles.

PreK-5 Collection (Included with *Gale In Context Elementary*) - 20 titles

- > *isience jr.: Ecosystems and How They Work*
- > *Math on My Path: Math on the Farm*
- > *Weather Watchers: Predicting The Weather*
- > *Weather Watchers: Measuring The Weather*
- > *Geology Rocks!: Discover Rocks*
- > *Team Earth: Symbiotic Relationships: Animals and Plants Working Together*
- > *Key Questions in Physical Science: Forces and Motion Investigations*
- > *Key Questions in Physical Science: States of Matter Investigations*
- > *Science Concepts: Light*
- > *Science Concepts: Sound*
- > *Project STEAM: Simple Science Projects*
- > *Exploring Our Universe: Stars*
- > *Let's Explore Science: Erosion*
- > *Science in Action: Science of Color: Investigating Light*
- > *Out of This World: The Universe*
- > *isience jr.: I See Light*
- > *isience jr.: Landforms and How They Are Made*
- > *Math on My Path: Math in the City*
- > *Weather Watchers: Weather Patterns*
- > *Math Masters: Analyze This!: Dots, Plots, and Histograms*

K-8 Spanish Language STEAM Collection - 20 titles

- > *isience jr.: ¡La luz! Nos ayuda a ver (Light! It Helps Us See)*
- > *Space Science: El Sol es nuestra estrella (Our Sun Is a Star)*
- > *isience jr.: Puedo modificar la Materia (I Can Change Matter)*
- > *isience jr.: Veo la luz (I See Light)*
- > *isience jr.: Mis Instrumentos Científicos (My Science Tools)*
- > *isience jr.: Empuja y jala con grandes máquinas (Push and Pull with Big Machines)*
- > *Descubramoslo: Símbolos de mapas (Let's Find Out: Map Symbols)*
- > *Biomas (Biomes): Desiertos (Desert Biome)*
- > *Biomas (Biomes): Bosques (Forest Biome)*
- > *Biomas (Biomes): Pastizales (Grassland Biome)*
- > *Biomas (Biomes): Biomas Acuáticos (Freshwater Biome)*
- > *Biomas (Biomes): Biomas marinos (Marine Biome)*
- > *Biomas (Biomes): Tundra (Tundra Biome)*
- > *Exploremos las Ciencias: Las Personas y el Planeta (People and the Planet)*
- > *Exploremos las Ciencias: ¿Cuál es tu Potencial? La Energía del Movimiento? (Let's explore Science: What is your Potential? The Energy of Movement?)*
- > *Space Science: Uso Un Telescopio (I Use a Telescope; A Book About The Night Sky)*
- > *Exploremos las Ciencias: El Uso del Método Científico (Using the Scientific Method)*
- > *Exploremos las Ciencias: Hipótesis, Teoría, Ley (Hypothesis, Theory, Law)*



- > Exploremos las Ciencias: Las Estaciones, las Mareas y las Fases Lunares [Seasons, Tides, and Lunar Phases]
- > Exploremos las Ciencias: La Feria de Ciencias ¡Éxito! [Science Fair Success]

PreK - 12 STEAM EBook Collection - 40 titles

- > Team Earth: Beneficial Insects: Bugs Helping Plants Survive
- > Let's Explore Science: Information Waves
- > Team Earth: Pollinators: Animals Helping Plants Thrive
- > Let's Explore Science: Tools of the Trade: Using Scientific Equipment
- > Amazing Science Experiments: Fun Experiments with Light
- > Let's Explore Science: Seasons, Tides, and Lunar Phases
- > Key Questions in Physical Science: Electricity Investigations
- > Let's Explore Science: People and the Planet
- > Key Questions in Physical Science: Sound and Light Waves Investigations
- > Let's Explore Science: What's the Matter?
- > Science Concepts: Motion
- > Cutting-Edge Science and Technology: Sustainable Agriculture
- > Project STEAM: Goo Makers
- > Growing Green: Eating Local
- > Science Alliance: Heredity: Pass It On!
- > Exploring Space
- > Math Everywhere!: Weather Math
- > Real-World STEM: Develop Economical Solar Power
- > Alternative Energy: Geothermal Energy
- > How Science Changed the World: How Robotics Is Changing the World
- > Alternative Energy: Biofuels
- > Real-World STEM: Develop Fusion Energy
- > Let's Explore Science: Using the Scientific Method
- > Cutting-Edge Science and Technology: Astronomy
- > Let's Explore Science: Hypothesis, Theory, Law
- > The Importance of Scientific Theory: The Importance of Atomic Theory
- > Science in Action: Science of Roller Coasters: Understanding Energy
- > The Importance of Scientific Theory: The Importance of Cell Theory
- > Science in Action: Science of Glaciers: How Temperature Works
- > The Importance of Scientific Theory: The Importance of Evolution Theory
- > Animal Evolution: The Evolution of Birds
- > The Importance of Scientific Theory: The Importance of Germ Theory
- > Animal Evolution: The Evolution of Reptiles
- > The Importance of Scientific Theory: The Importance of Plate Tectonic Theory
- > Animal Evolution: The Evolution of Insects
- > The Importance of Scientific Theory: The Importance of the Laws of Motion
- > Animal Evolution: The Evolution of Mammals
- > Animal Evolution: The Evolution of Amphibians
- > Animal Evolution: The Evolution of Fish
- > Ignition Science UXL

GALE IN CONTEXT: ENVIRONMENTAL STUDIES



From climate change to automobile emissions, today's environmental issues determine the destiny of tomorrow's world. *Gale In Context: Environmental Studies* provides users with comprehensive information, empowering learners to critically analyze and understand important topics that affect people around the world. Explore topics and events within Earth systems, global change, pollution, populations, and more. Integrating case studies, news, reference materials, academic journals, videos, and more, *Environmental Studies* is updated daily with relevant information. The resource offers nearly 400 topic, state, and province pages across the science, social studies, and humanities curriculum, including Water Privatization, Ecotourism, Air Pollution, Green Economy, and more.

Gale Interactive: Science

A virtual lab that gives students in middle and high school grades the power to see beyond static text and embrace learning outside of the classroom. Going beyond textbooks and traditional science curriculum, *Gale Interactive: Science* is a highly visual online learning tool that takes visual-spatial learning to the next level by bringing the lab to the classroom. High-value, rich-media digital content selected from authoritative classroom resources—like *Gale In Context: Science*—is paired with interactive 3D models to deliver a virtual laboratory simulation experience for students in middle school and high school grades. Students can entertain their curiosity and inspire grade improvement through an experience that allows zooming in, rotating, or pulling models apart to explore and experiment with complex scientific topics. *Gale In Context: Science* and *Gale Interactive: Science* have interlinking features to display relevant search results from each resource (dual subscription required).

Search



	<ul style="list-style-type: none"> > Basic Keyword/Phrase search from the home page Advanced Search > Multi-row keyword or phrase with operators AND, OR, NOT; multiple field limiters [i.e. document title, caption, keyword, subject, ISBN, etc.] > Limiters include: full-text; peer-reviewed; contains images; publication date; document title; document title; publication subject; Lexile measure Subject Guide Search > Keyword search with fewer limiters [full-text; peer reviewed; publication date; and publication title] Publication Search > Users can choose to List All Publications or search by keyword > Limiters include: full-text; peer-reviewed; publication format; publication date; country of publication; and language of publication 	 <p>INTERACTIVE SCIENCE SESSIONS Access over 200 interactive sessions, curriculum correlated to Next Generation Science Standards and Common Core State Standards.</p> <p>3D MODELS Explore and manipulate 3D models for a deeper dive into science concepts.</p> <p>CLASSROOM AND HOMEWORK ACTIVITIES Review key science concepts with guided interactive lessons and self-quizzing activities.</p> <p>AUTHORITATIVE CONTENT Dive into relevant content from other innovative resources such as Gale In Context: Science and Gale OneFile.</p> <p>EASY ACCESS AT SCHOOL OR HOME Extend the reach of your resources within the classroom and beyond with apps that are easy to use on a desktop or an iPad.</p>
<p>Browse</p>	<p>Gale Interactive Science offers an easy home page link to browse topics and content by activities. All related browsing information and content can be filtered by category. Also, once a user is in an Activity, related activities appear in the same page so users can easily find related content to the content they are currently viewing.</p>	 <p>GALE INTERACTIVE Science</p> <p>FILTER BY CATEGORY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Biology (81) <input type="checkbox"/> Chemistry (74) <input type="checkbox"/> Earth Science (23) <input type="checkbox"/> Common Core State Standards (213) <input type="checkbox"/> Next Generation Science Standards (164) <input type="checkbox"/> Human Anatomy (35) <p>GALE INTERACTIVE Science Search Activities Browse Activities Desktop View</p> <p>FILTER BY CATEGORY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Biology (81) <input type="checkbox"/> Chemistry (74) <input type="checkbox"/> Earth Science (23) <input type="checkbox"/> Common Core State Standards (213) <input type="checkbox"/> Next Generation Science Standards (164) <input type="checkbox"/> Human Anatomy (35) <p>SEARCH RESULTS</p> <p>Actinides Explore the Interactive Periodic Table by looking at trends in the actinide series of elements. <small>CCSS:ELA-Literacy-RST.9-10.1 CCSS:ELA-Literacy-RST.9-10.4 Periodic Table: MSSES-HS-PS-1-1</small></p> <p>Alkali Metals Explore the Interactive Periodic Table by looking at trends in the alkali metal series of elements. <small>CCSS:ELA-Literacy-RST.9-10.1 CCSS:ELA-Literacy-RST.9-10.2 CCSS:ELA-Literacy-RST.9-10.4 Periodic Table: MSSES-HS-PS-1-1</small></p> <p>Alkaline Earth Metals Explore the Interactive Periodic Table by looking at trends in the alkaline earth metal series of elements. <small>CCSS:ELA-Literacy-RST.9-10.1 CCSS:ELA-Literacy-RST.9-10.4 Periodic Table: MSSES-HS-PS-1-1</small></p>



Gale in Context: Elementary

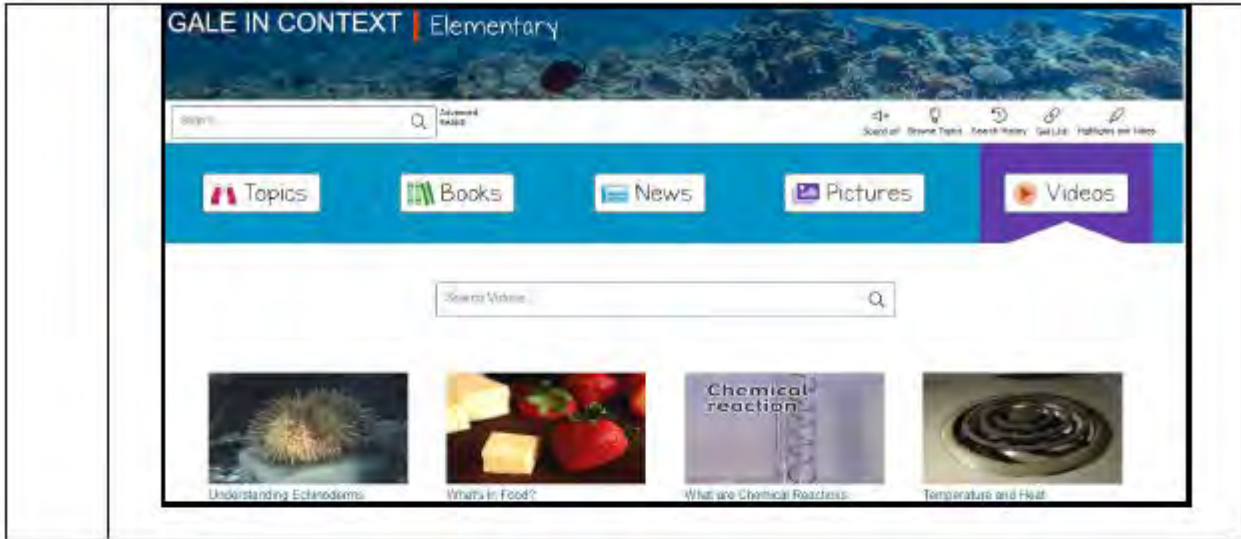
Children learn best when there are fewer barriers to learning. *Gale In Context: Elementary*, matches how students naturally navigate online. This elementary school resource gives children a safe place to find answers to their questions, practice research skills, and explore interests inside and outside the classroom. It also gives teachers access to digital resources that can supplement and enhance in-person and online instruction. This resources offers curriculum-related content that covers subjects such as animals, geography, health, literature, social studies, technology, and more.

Unlike other classroom databases in the market, *Gale In Context: Elementary* has rich visuals that are immediately welcoming to kids through grade 5. With a modern design and intuitive search functions, the *Elementary* database makes it easy for elementary-school children, teachers, and parents to find information related to lessons in articles, magazines, eBooks, periodicals, reference materials, and more. Plus, it gives users the option to plan fun activities around what they're learning. Available resources include full-text proprietary content from top education publishers, like *Encyclopaedia Britannica*, Blackbirch Press, KidsPost from the *Washington Post*, Youngzine, and more. Our content is continuously updated, giving kids an easy way to search for relevant and important facts connected to current and past events. In 2022, *National Geographic Kids* content will be integrated and discoverable in *Gale in Context: Elementary* (dual subscription required for access).

Direct Access to Your K-5 eBooks

To make cross-searching a cross Gale resources easier, we've included a Books tab on the main *Gale In Context: Elementary* topic page. The tab connects students directly to your K-5 eBooks from Gale, offering them uninterrupted access to elementary-school content. Student eBooks not only add depth to instructional content but they also complement other resources within *Elementary*.

Search	<p>Keyword</p> <ul style="list-style-type: none"> > Basic Keyword/Phrase search from the home page > Includes word search suggestions to help young learners with spelling <p>Advanced Search</p> <ul style="list-style-type: none"> > Multi-row keyword or phrase with operators AND, OR, NOT, Proximity, and Nesting; multiple field limiters [i.e. document title, caption, keyword, subject, ISBN, etc.]; Special Characters: Quotation Marks, Wildcards; and Ignored > Limiters include: images, Leveled Documents, publication date, content type, document type, content level, Lexile measure multi-select and/or range, and Lexile measure specific entry 	
Browse	<p>One-Click Browsing in <i>Gale In Context: Elementary</i></p> <ul style="list-style-type: none"> > For young learners, this resource offers one-click browsing with bright pictures and large wording from the home page by topic, books, news, pictures or videos; standard Browse Topics is also available 	



National Geographic Kids

Engage young students and broaden their horizons with reputable, authoritative, age-appropriate digital content that brings them the world in a way they've never seen before. *National Geographic Kids* takes learners on amazing adventures in science, nature, culture, archaeology, and space. *National Geographic Kids* includes the complete run of the magazine from 2009 to the present, as well as books, videos, and images. High-quality informational texts are available for primary, upper elementary, and middle school English Language Arts, social studies, and science classrooms. *National Geographic Kids* is part of the National Geographic Virtual Library, which brings together a complete archive of National Geographic magazine - every page of every issue - along with a cross-searchable collection of National Geographic books, maps, images, and videos. In 2022, content in *National Geographic Kids* will be integrated and discoverable in *Gale in Context: Elementary* (dual subscription required).

Search *National Geographic Kids* includes the search features for users in grades K-5; includes a Search History feature

Keyword

- > Basic Keyword/Phrase search from the home page with word search suggestions to help young learners with spelling

Advanced

- > Multi-row (optional) keyword or phrase search with search suggestions (optional); search for terms as a keyword, in an entire document, by subject or contributor, and more
- > Limiters include: publication title; content type; picture type; publication date; and Lexile Range





<p>Browse</p>	<p>Users can browse magazines and explore topics with one-click from the home page. In addition, magazines can be filtered by date to limit the search results. In addition, the home page includes quick access to content such as videos, pictures, books, and magazines separated by content type.</p>	
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d. List and describe any computer programs or components (e.g. web browser extension) needed, recommended or ideal for the utilization of the resources and/or tools.

There are not any computer programs or components that are needed for the utilization of Gale resources. Should a user wish to listen to content spoken aloud, some sort of speaker or audio equipment is necessary. There are not currently any other web browser extensions that Gale products require.

e. Please provide the expected user experience on the following and note any degradation between devices:

1. Desktop or laptop; 2. Tablet; 3. Phone

All Gale periodical and reference eResources offered in our response to California are built on a mobile responsive platform which ensures there is no loss of functionality or degradation of user experience regardless of the device the user is on. Gale provides seamless mobile device access to our full-text databases and eBooks using the AccessMyLibrary (AML) applications for the iPhone, iPad, iPod Touch, and Android. On Apple devices, the AML app allows users to easily access and authenticate Gale resources.

4. ADA compliant browsers, software and hardware

All Gale products provide a search interface that supports browsers and browser versions currently in use by over 95% of web users (e.g., Chrome, Internet Explorer, Edge, Firefox, Safari, and Opera). The platform adheres to World Wide Web Consortium (W3C) recommendations and other standards of interoperability. Gale's strategy is to satisfy customer and end user expectations by having our products function with the browsers and versions that the vast majority of our end users use to visit our products.

f. List operating systems, software, and web browser versions that your informational content resource is compatible with.

All Gale content is supported and made available via web browsers, including Chrome, Edge, Firefox, and Safari. Gale supports all standard browsers and operating systems. Gale's electronic products are best viewed by the following browsers and operating systems. Other browsers or other operating systems may be used, but users may encounter alignment, readability, navigation, and/or functionality issues.

- > Chrome 75.0.0+ [Windows 10, Chrome OS, Mac OS X 10.11.x+]
- > Firefox 70.0.x+ [Windows 10]
- > Safari 13.0.x+ [Mac OS X 10.6.x to 10.9.x]
- > Edge 44.17763 [18.17763] + [Windows 10]
- > Mobile Safari [iOS Phones (13.1+)]
- > Mobile Chrome [Android Phones]

g. Describe the extent to which your product, including the user interface and content, is accessible to people with disabilities, including people who are blind or have low vision, are deaf or hard of hearing, have mobility or dexterity limitations, and who have speech impairments. If your product is not currently compliant with WCAG 2.0 Level AA guidelines, please describe your roadmap to achieving this compliance.

All offered products satisfy WCAG 2.0 Level A and Double-A checkpoints. Products conform to Section 1194.22 and WCAG 2.0 A and AA priorities. Gale is committed to making its products accessible to users of all abilities and strives to make products universally accessible and user-friendly in conformance with Section 508 standards of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG) 2.0 from the World Wide Web Consortium (W3C). Included accessibility features and benefits include: skip-navigation links; descriptive page titles; adjustable text size; use of larger default font size; text-to-speech capabilities; optimized screen width and optimal contrast ratios; options to display on-screen or download OCR plain text; and navigational keyboard and assistive technology such as screen readers.



h. Please describe the usage measurement system such as Counter 5 in use for your resource and/or tools.

Gale customers are able to pull COUNTER 5 usage reports from the Gale Usage Reports portal, available through the administrative site, Gale Admin.

Usage information collected should include but not be limited to the following:

1. Number of California students and/or staff using the resource and/or tools

Gale does not capture any student, staff, or patron-specific information. Usage is tied to the product and location (school or library) of the user. Gale always provides this basic information in user reports that can be delivered or produced with GaleAdmin and the Usage Dashboard which includes hierarchical levels for access to reports as set by your administrators, or we can set them up for you.

2. How often and how many times students and staff used the resource and/or tools

Gale resources track the number of times a user (student, staff, patron) begins a session (opens a Gale resource), conducts a search with a search term, and retrieves (opens/downloads) an item(s).

3. Subject areas utilized by said students and/or staff

Gale can provide reports and analytics for data-driven decision making to help schools and public libraries illuminate how interests are waxing or waning and to identify opportunities for programming or content expansion. More information follows in part 4., below.

4. Other informational content resource usage reporting, if applicable

Designated administrative and library staff will have a usage dashboard based on privileges of access to data. The dashboard goes beyond just the numbers of a standard usage report, offering quick analysis of usage at the consortia level, institution, or individual library level. Through the usage dashboard you can run additional analytical reports by product, search terms, eBook title usage, type of equipment, time of day, and more. In addition, Gale offers our customers Google Analytics for an additional layer of data to understand trends. Lastly, we can provide tools such as infographics to help you visualize the data collected during the year.

11. MINIMUM QUALIFICATION: INFORMATION SECURITY

Provide detailed answers to questions (a-c) below. If your solution incorporates Personal Identifying Information, please address the following:

Gale does not collect, maintain, use, or disclose any K12 student data, including Personal Identifying Information.

a. Provide a description of processes and resources used to comply with all federal, state, and local protected information laws associated with K-12 students and educators.

Gale does not collect confidential data. We provide digital products for use by children and educators in K12 schools, sometimes done through LMS integrations, but without identifiable K12 student information. Access to usage information, the Gale Admin web site, and all other private information is controlled by client-provided Username/Password and is only available to the client. Search histories and results are cleared after every session when a user closes their browser, logs out of the products, or remains inactive for more than 30 minutes. Gale's privacy policy is available at <https://www.cengage.com/privacy/>. This site also includes detailed information for California residents as well as additional statements regarding K12 student/children's data.

b. Describe the informational requirements for each user in order to utilize the proposed online content resource and/or tools, and the methods to manage and protect any data that contains protected information of students, staff and individuals who use the informational content resource or tools.

Gale protects K-12 Student Data using appropriate security measures, including encryption. At implementation, Gale will work with California project stakeholders to determine the most efficient and safe methods of access for all users. Within each product, users have various ways they can save their work/research, including email or username and a password. Gale does not have access to personal passwords. For users that access Gale products via their Google or Microsoft account, an access token is shared with Gale.

c. Provide details of plans to deal with data breaches and intellectual property rights infringement of users. If applicable, provide information on cyber security insurance that covers data breach, intellectual property rights infringement, and first party and third party coverage.

Cengage is a leading, international publisher of online courseware, eBooks, course materials, and digital learning solutions. Our mission compels us to protect our customers' data within our systems and to implement reasonable technical, physical and administrative safeguards to help protect personal information against unauthorized access or loss. We perform regular security assessments and conduct



tests of our applications to identify and remediate security vulnerabilities. We employ multi-layered defenses, including firewalls, network-based intrusion detection systems, and endpoint protection using redundant systems. Cengage is in compliance with both the Children's Online Privacy Protection Act (COPPA) and Family Educational Rights and Privacy Act (FERPA). Cengage maintains a Cyber insurance component as part of a comprehensive insurance program. Gale is a Cengage company.

12. MINIMUM QUALIFICATION: CONTENT QUALITY

Provide detailed answers to questions (a-d) below.

a. Provide a detailed description of how your resources align with the various California State Standards and other educational components such as frameworks in the STEAM subjects and related educational subject matter.

(Selection Aspect Requirement 7. Alignment with CA Standards/Framework (10 Points))

Gale content is curated through critical assessment and our editorial teams ensure strong supplement for the California adopted content standards across the STEAM subjects. Our K12 product teams participate in the professional educational communities as our best sources for informing and assessing the value of Gale resources for teaching and learning. Please see the chart below that shows which offered products specifically align with each standard. Note that state and national standards are featured in *Gale in Context: Science*.

Product Name	Grade Band			Content aligns with and is a supplement to these California Curriculum Standards										
	Elementary	Middle School	High School	CA NGSS	CA Common Core for Math	CA Common Core for ELA	CA Art Standards	CA Math Framework	CA Science Framework	CA Computer Science	CA Computer Science	K-12 Computer Science	CA CTE Standards*	CA Common Core for ELA
<i>Gale in Context Elementary</i>	X			X	X	X	X	X	X	X	X			X
<i>National Geographic Kids</i>	X			X	X	X	X	X	X	X	X			X
<i>Gale in Context Environmental Studies</i>		X	X	X	X	X	X	X	X	X	X		X	X
<i>Gale in Context Science</i>		X	X	X	X	X	X	X	X	X	X		X	X
<i>Gale Interactive Science</i>		X	X	X	X	X	X	X	X	X	X		X	X
<i>Gale eBooks (STEAM titles)</i>	X	X	X	X	X	X	X	X	X	X	X		X	X

*NOTE: The CTE Standards are written for grades 7-12, so we are unable to show alignment to elementary databases for this standard.

b. Provide a detailed description of the quality of your resources, including but not limited to, primary sources, secondary sources, authors/editors, examples of educational uses, and references, if appropriate.

(Selection Aspect Requirement 3. Number of Informational Entries (10 Points))

Each Gale resource is a collection of source material that may include eBooks, reference articles, primary documents, magazines, newspapers, newswires, academic journals, and multi-media such as audio, video, simulations, interactive models, and images. Individual publications within a resource have authors/editors associated with them who are responsible for all content contained within the resource. In addition, resource have Gale editors who collaborate with authors and advisors, including librarians, teachers, and subject matter experts to create and include content that supports specific curriculum. Please see a chart on the following pages that lists full-text, article counts, multi-media counts, and reference content per product.

Resource	Full-Text	Article Count	Multi-Media	Reference Content
<i>Gale in Context: Science</i>	6,073,553	6,738,260	267,224	37,705
<i>Gale in Context: Environmental Science</i>	36,791,634	38,337,018	245,783	27,930
<i>Gale Interactive: Science</i>	163,810	81,283	6,789	10,329
<i>Gale in Context: Elementary</i>	938,359	938,359	18,360	58,453
<i>National Geographic Kids</i>	3,460	3,460	1,329	641



[Selection Aspect Requirement 4. Broadness of Information (10 Points)]

Individual articles, documents, and multimedia found in all resources are appropriate to use in assignments such as close reading, introducing a concept, understanding current events, and other activities using primary and secondary sources. Along with academic journals and reference articles, *Gale in Context: Science* includes over 300 simulated experiments for user exploration, in-class work, or at-home assignments to help students understand and analyze concepts in biology, chemistry, physics, and earth science. 352 hands-on experience are included in just over 200 entries for teachers to use in classrooms, or for students to explore science fairs. Curriculum standards are available within *Gale in Context: Science* for finding aligned content.

Gale In Context: Environmental Studies is especially appropriate for IB and AP curricula, with case studies, academic journals, and topic overviews for students to explore and understand not just environmental science, but sustainability, development, and their impact on how humans live in the world.

Gale Interactive: Science provides over 200 interactive activities to assign or explore, with 3D models that students can manipulate online to help them understand concepts in biology, chemistry, physics, and earth science and create a true virtual laboratory experience. These are paired with articles to help them contextualize the models they're seeing.

Gale In Context: Elementary offers STEAM information for the youngest students with 370 topic pages devoted to science and technology topics that are most relevant for these students, including scientists, weather, plants, animals, and more, with overview articles written at their level and images to help their understanding. Gale K-5 eBooks are discoverable in *Gale in Context Elementary*. We have included a custom collection of eBooks that support STEAM curriculum for grades K-5.

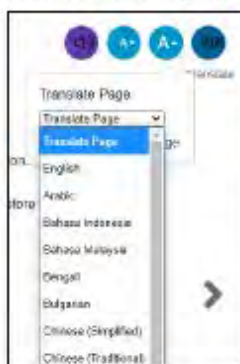
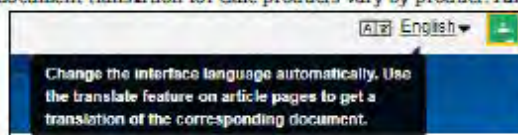
National Geographic Kids provides a unique online experience for elementary and middle school students, with the ability to page through the *National Geographic Kids* magazine, as well as hundreds of *National Geographic* book titles, images, and videos, many of which focus on science, technology, and cultures.

Gale eBooks (STEAM Collections) are a curated collection of eBooks provided selected to support STEAM for grades K-12 and have been aligned with the California and National curriculum standards. In addition to complete collections for preK, elementary, middle school and high school, we have provided a supplemental K-8 STEAM collection in native Spanish language.

[Selection Aspect Requirement 9. Instructional Benefits (10 Points)]

Non-English Assistance: Languages available for both interface and article/document translation for Gale products vary by product. All offered databases offer user interface language translation in 34 languages.

The user interface is available in the following languages: English, Spanish, Danish, French, German, Afrikaans, Arabic, Bahasa, Bengali, Chinese, Croatian, Czech, Dutch, Finnish, Greek, Hindi, Hungarian, Irish, Italian, Japanese, Korean, Polish, Portuguese, Romanian, Russian, Slovak, Slovenian, Swedish, Tagalog, Tamil, Thai, Turkish, Vietnamese, and Welsh.



Article/document translation is available for all offered databases, except *National Geographic Kids*. Content within *National Geographic Kids* cannot be translated. For all other offered databases, articles and documents can be translated into the following languages: Arabic, Bahasa, Bengali, Bulgarian, Chinese, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Haitian Creole, Hebrew, Hindi, Icelandic, Italian, Japanese, Korean, Kazakh, Latvian, Nepali, Norwegian, Pashto, Persian, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish, Thai, Turkish, and Welsh.



Text to Speech with ReakSpeaker Technology: With a click of a button, Gale online resource's texts can be read aloud via the user's computer, making Gale content accessible for all. Users can select any portion of text or an entire article to be streamed as audio. Audio segments can be saved as MP3 files for listening at a later time. ReadSpeaker is a market-leading service for speech-enabled web content. The feature appears on each document page to allow users to listen to the text as it is read aloud. ReadSpeaker helps make web content accessible for people with dyslexia, learning disabilities, or low literacy levels, as well as people with English as a second language, elderly individuals with impaired vision and others that like to listen as well as read. Read-aloud translation languages vary by product and are available for all offered databases except *National Geographic Kids*. Languages include: Arabic, Chinese, Czech, Danish, Dutch, English, Finnish, French, German, Greek, Hindi, Italian, Japanese, Korean, Polish, Portuguese, Romanian, Russian, Spanish, Swedish, Thai, Turkish, and Welsh.

c. Provide the steps you have taken to ensure your content and/or tools are culturally competent and inclusive. (See definition of "culturally competent" in previous section.)

[Selection Aspect Requirement 8. Culturally Competent (10 Points)]

Gale offers resources that are diverse in content to effectively meet the various needs of individuals, families, and communities. Our products reflect the diversity of our nation and the world. Content covers topics and people related to LGBTQ issues, immigration, human rights, race, religion, and more. To be more inclusive, content and/or interfaces can be translated into 34 different languages, providing access for all. Specifically, our publishing process, content curation, and product design care culturally competent and inclusive as explained below.



Publishing processes—We continue to audit the people and processes that bring our products to market, including prioritizing diversity among our global network of authors and scholarly advisors. Our publishing strategy remains focused on providing historical and current perspectives that deepen our collective understanding of social justice issues, like race, sexuality, human rights, religion, and gender discrimination, to shape a better future alongside our publishing partners. We accomplish this by partnering with thousands of authors from diverse backgrounds. This enables us to offer schools greater access to voices from Black, Latinx, Asian-American, Indigenous, LGBTQIA+, and disability rights communities within our Gale eBooks platform, giving students the opportunity to learn lessons from a variety of perspectives. Additionally, our *Gale In Context* resources offer access to millions of voices through reference content, biographies, primary sources, multimedia, critical essays, news, academic journals, and more.

Content curation—We consult with outside Inclusion and Diversity (I&D) experts for the development of our product guidelines and trainings. These subject matter experts are representative of Black, LGBTQIA+, and Latinx communities as well as several Native American Nations. Their professional experience ranges from middle school educators and counselors to high school teachers, media specialists, and administrators to university professors. Additionally, we continue to audit our products against our I&D rubric to ensure they adhere to our robust Inclusivity Guidelines. For example, our content team partners with subject matter experts and leverages best practices to review and update hundreds of the most-used overviews across the *Gale In Context* suite. The team continues to evaluate these resources by updating terminology and offering more well-rounded critical-thinking questions.

Product design—Our in-house team is dedicated to improving the accessibility of our software as well as enhancing discovery and authentication for users through their preferred search paths. This team continues to drive technology investments that enable more equitable access for all learners, including tools for the visually impaired, content and/or interface translation into dozens of languages, leveled reading, and more. Learn more about our commitment to all learners at <https://gale.com/curation-practices>.

d. How often are content entries or tools removed and added from your resource? How are users notified of these changes? Please describe.

Gale continually adds content from multiple sources in every subject area to ensure that the best quality content is available for the resources provided to end users. Gale aggregated periodical databases draw content from thousands of publishers and are constantly growing to provide customers with as much content as possible. We lose very few titles each year and will find new subject replacements as



soon as we are notified a publication ceases to exist. We communicate all added and removed titles monthly via our change lists posted on our website. More than 99% of our publisher agreements allow Gale to maintain the back file after termination. Further, in cases where content moves to an exclusive agreement with an aggregator, Gale will find content to replace the lost titles. Messages are sent weekly to the InfoTrac listserv announcing new additions and developments for periodical content and email notices provide product updates.

13. WEBSITE LINKS AND CREDENTIALS

Provide website links and credentials or other means of online access for up to 30 users ... resources. This access should mirror a student's and/or educator's access as a general user of the resource and/or tools. Do not build a specialized link or presentation.

Online access to beta test each proposed online resource is available via the following link:

https://www.galepages.com/library_ca/k12steam

The site does not require a password and each product link mirrors a general user.

14. SERVICE APPROACH

(Not in excess of three (3) pages) A summary of how Vendor will meet the requirements of this proposal and achieve the goals of Superintendent in regards to the Service. a. Outline the strategy and schedule Vendor intends to employ to deliver the deliverables listed in the scope of work.

The Consortia Team will work collaboratively to quickly and efficiently deliver access to all offered Gale databases. Our team has an extensive history of serving our partner libraries and has a framework of communication and collaboration in place to ensure that all milestones and goals are achieved.

An implementation plan, including a detailed schedule Gale intends to employ to deliver all content to California learners is included in [Section 10.A.5](#). Full implementation can be accomplished within 30 days from the time that California partners provide information to support the installation process. Marketing efforts (such as outreach and awareness) generally begin with 15 days of award announcement, and training planning sessions begin two weeks after award announcement. Gale will leverage existing customer information and relationships with vendor partners in the K12 Online Resources Project Team to assist with information sharing and implementation. Gale is invested in the success of our state-wide programs and works collegially with other vendor partners to ensure success for all.

b. A description of Vendor's ability to deliver services described under the Scope of Work.

Gale is able to provide educators, students, and staff in California's K12 schools and public libraries with high quality STEAM resources that can be accessed anytime and anywhere, and accommodate all learning abilities. Content and tools provided in Gale resources are age-appropriate, defined by grade level, offer high quality content that is accurate and authoritative, are complete and self-contained, and include aligned content that is appropriate for all STEAM subjects. Please see [Section 12](#) of this proposal for a chart that specifically aligns offered products to Next Generation Science Standards, Computer Science Standards, the K12 Computer Science Framework, California Arts Standards, Common Core for Math, Mathematics Framework, and Common Core for ELA. Gale resources offer extensive primary and secondary resources that make our databases a worthwhile investment and learning resource.

Offered databases are available online for all California K12 students, and all administrators and teachers of those K12 students, through all methods listed in the Scope of Work. Gale user interfaces offer search, browse, device adjustment, and accessibility functionalities, and include access to search results such as full-text documents, citations, images, maps, videos, tools, and more. Regardless of device, browser, or necessary accommodations required, Gale offers access to superior content to all users. Through our Usage Dashboard, which is updated monthly, quick, visual access to product usage is available. To ensure quality ease of access, Gale's offer comes complete with robust technical, training, marketing, and customer support for all school sites, libraries, and users, and is available on-going throughout the contract. Support is available over the phone, online, via email, and in person.

(Selection Aspect Requirement 9. Instructional Benefits (10 Points))

Gale databases include resources and tools meant to benefit teaching and learning. Lesson plans, alignment to standards, links to related content, data reports, and content that is specifically curated for a specific grade level, reading level, or subject comes standard with Gale products. Our online resources include engaging multi-media to involve the user as much as possible, including images, videos with



sound, graphics, interactive tools and games, and more. *Gale Interactive: Science* includes learning activities and quizzes to provide interactive opportunities to engage learners as well as understand their comprehension after a learning activity has been completed. Most content within most Gale databases can be translated into numerous languages and spoken aloud in English or another language to aid non-English speakers the same access to our authoritative content. In addition, Gale databases include adaptive tools for students with disabilities to involve each learner as much as possible in the learning process. Easy to use navigational tools aid in creating quick citations, sending content links to yourself or others, downloading or printing content, creating links, highlights or notes, finding related information, content, or subjects with one-click, along with the ability to translate, read aloud, and manipulate font and text size to allow for a more personalized user experience. Our compatibility with learning management systems enhances the investment schools are making in Gale content and technology.

c. Provide name of the person(s) who will administer and manage this agreement as specified in this Request for Proposals. Provide a brief resume of the administrator's background, training and experience.

Hilary L. Fox will administer and manage this agreement. Hilary's resume, background, training, and expertise is available in [Section B](#).

d. A description of the roles and qualifications of the personnel who will be providing services in connection with the Service, including, if applicable, personnel of entities that would be subcontractors to Vendor.

Resumes, along with roles and qualifications of Gale personnel who will be providing services in connection with the Service are included in [Section B, Program Team and Resumes](#). Gale will not use subcontractors to complete any part of our assigned work through this contract.

e. Outline staff communication network which ensures services are delivered.

Hilary Fox will begin communications that are open and sustained to ensure services are delivered at the optimum service level. Gale understands the operations needs of administrators, teachers, technical staff, and librarians who must deliver electronic products to meet needs and increase engagement. Our detailed attention to communication ensures an outstanding return on investment. Hilary will coordinate resource access and provide introductions to the rest of the Gale Consortia Team who will provide first-hand knowledge and assistance in training, marketing, customer success, technical solutions, and more.

15. POTENTIAL CONFLICTS OF INTEREST

[Not in excess of one (1) page] Describe financial, business or personal relationships ... directly with Superintendent. Describe also any existing relationships ... Vendor may have with Superintendent or any of its officers, employees or agents, including, without limitation, any existing contracts.

Gale is not proposing any subcontractors or other third parties that may propose or provide services or products in connection with any phase of Service. There are no financial, business, or personal relationships between Gale and the Superintendent that would pose as a potential conflict of interest. Gale currently has open contracts with various public, K12, academic, and other library entities throughout the State of California, but no current contract would create a conflict of interest for Gale or the Superintendent.

f. Describe existing or potential conflicts of interests (within the meaning of the California Political Reform Act or California Government Code 1090) that Vendor or its leadership may have in relation to any phase of the Service.

There are no existing or potential conflicts of interests that Gale or its leadership may have in relation to any phase of the Service.



16. COST PROPOSAL

State the cost for providing the scope of services identified in the Scope of Work.

a. Provide a lump sum price outlining the cost for an annual contract for implementation, access to the proposed online content resources, and technical support, for all California K-12 students, teachers, staff, and student supporters (e.g. parents, guardians and tutors), as described in this RFP. If multiple stand-alone platforms are offered, provide a cost structure for individual platforms as well as all platforms combined.

All pricing below is based on 12-month subscription access. Costs for the initial launch will be prorated according to the number of days from the start of the initial contract date through June 30, 2022. Full 12-month pricing will be recognized on July 1 annually for the life of the contract.

Stand-Alone Databases	12-Month Annual Subscription Cost
<i>Gale in Context: Elementary with STEAM eBooks (20 titles)</i>	\$272,000
<i>Gale in Context: Environmental Science</i>	\$208,000
<i>Gale in Context: Science</i>	\$476,000
<i>Gale Interactive Science</i>	\$248,000
<i>National Geographic Kids</i>	\$196,000

Above Databases Possible Discounts:

- > Select 2 = 5% discount off combined total annually
- > Select 3 = 10% discount off combined total annually
- > Select 4 = 15% off combined total annually
- > Select 5 = 20% off combined total annually

Gale eBook collections are offered as a One-Time Purchase option. Payment in full is due upon installation. Annual hosting fees will be waived for the below collections with selection of a proposed database. Hosting fee will apply if purchased separately.

eBook Collection	One-Time Purchase Cost
<i>Gale STEAM eBooks (preK, Elementary, Middle School, High School): 40 titles</i>	\$266,000
<i>Gale PreK-5 STEAM Collection (included in Gale in Context: Elementary): 20 titles</i>	\$102,000
<i>Gale K-8 STEAM Collection in Spanish: 20 titles</i>	\$108,000
<i>Annual Hosting Fee (if eBooks purchased without databases)</i>	\$5,000 annually for statewide access

Please contact Hilary Fox at 480.415.0730 or hilary.fox@cengage.com for any clarification or to request consultation for custom packages Gale can design to meet the precise interests of the K12 Online Resources Program, the California State Library, LEA, and member libraries.

b. Cost proposal must also take into account and detail any cost escalations each year.

Gale pricing will remain flat (no increases) through July 1, 2025 (1.5% increase) and July 1, 2026 (1.5% incremental increase).

c. Response must include the potential vendor's proposed billing structure and schedule of values, including but not limited to early implementation for staff.

There will be no charge for early implementation.

2021 – June 30, 2022: prorated cost of annual subscription fee for selected Gale resource(s) as listed above

July 1, 2022 – June 30, 2025: annual subscription costs as listed above with no annual increase

July 1, 2025 – June 30, 2026: annual subscription costs as listed above with 1.5% increase

July 1, 2026 – June 30, 2027: annual subscription costs as listed above with 1.5% incremental increase



d. Costs as specified in this section shall be based upon the scope of services provided herein for one fiscal year (July 1 through June 30) and will be prorated for the first year based on when the contract is awarded. Please include itemized cost breakdown of hard costs that cannot be prorated (i.e. implementation costs) separately from soft costs that can be prorated for a partial year (i.e. monthly licenses).

All associated costs for the databases proposed herein are annual costs that can be prorated according to the contract award. One-time purchases (eBook packages defined above) require full payment upon implementation.

e. Offers that include pricing for only a portion of California K-12 public school students, teachers, staff, and educational supporters (e.g. parents, guardians, tutors), will not be considered.

All resources included in this package will be accessible for ALL California K12 students, staff, and educational supporters, including all California public libraries.

17. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of all addenda to this RFP issued by Superintendent, by specifying for each the addendum number and issuance date.

Gale acknowledges receipt of all addenda to this RFP including:

- RFI Number 1 to Request for RFP Number 2021-22/08, dated August 17, 2021
- RFI Number 2 to Request for RFP Number 2021-22/08, dated August 20, 2021
- RFI Number 3 to Request for RFP Number 2021-22/08, dated August 20, 2021

18. VENDOR CERTIFICATIONS

Vendor must complete, as required, sign, and submit each of the following form documents with this RFP:

Document 1: Certification of Vendor Qualifications and Nondiscrimination Compliance; Document 2: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters; Document 3: Non-Collusion Affidavit; Document 4: Workers' Compensation Certification; Document 5: Drug-Free Workplace Certification; Document 6: Data Security Breach Reporting and Privacy of Records Protocols Agreement

All applicable and required documents are signed and included in the following pages of this proposal.

APPENDIX B

**CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)**

School District/Local Education Agency:

Riverside County Office Education & California State Library

AND

Provider:

Cengage Learning, Inc.

Date:

November 1, 2021

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the Riverside County Office Education & California State Library

(hereinafter referred to as “LEA”) and Cengage Learning, Inc. (hereinafter referred to as “Provider”) on November 1, 2021. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated November 1, 2021 (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

See Exhibit A for specific product listing

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

- a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

- b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Mark Banks
Title: Administrator, Contracts and Acquisition

Contact Information:
Mark Banks
mbanks@rooe.us
(951) 826-6087

The designated representative for the Provider for this Agreement is:

Name: Hilary Fox
Title: Director, Consortia West

Contact Information:
Hilary Fox
Hilary.Fox@cengage.com
(800) 877-4253 x12290

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Jennifer Fritsch
Title: Vice President K12 Sales North America

Contact Information:
Jennifer Fritsch
Jennifer.Fritsch@cengage.com
(800) 877-4253 x12290

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and


either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: **Cengage Learning, Inc.**

BY:  Date: December 14, 2021

Printed Name: Jennifer Fritsch Title/Position: VP K12 Sales

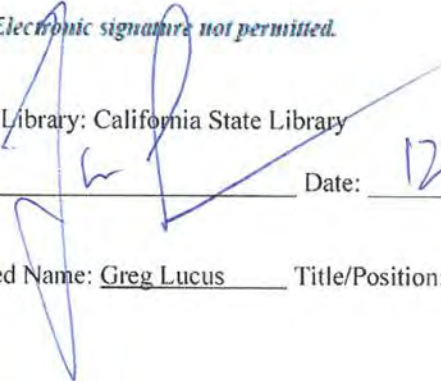
Local Education Agency: Riverside County Office Education & California

BY:  Date: 12/16/2021

Printed Name: Scott Price Title/Position: Chief Business Official

Note: Electronic signature not permitted.

State Library: California State Library

BY:  Date: 12-17-2021

Printed Name: Greg Lucas Title/Position: State Librarian

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Platform
Gale Presents: National Geographic Kids
Gale In Context: Environmental Science
Gale Interactive Science

EXHIBIT ‘B’
SCHEDULE OF ELECTRONIC DATA

Instructions: Please work with the Service Provider to select all RCOE data elements submitted to or hosted by a non-RCOE electronic system and sign at the end of this section. If all data being collected is de-identified, encrypted, or is aggregate, please indicate in the space provided at the end of this section.

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X	X
	Other application technology meta data? If yes, please attach list		
Application Use Statistics	Meta data on user interaction with application	X	X
Assessment	Standardized test scores		
	Observation data		
	Other data from assessments such as the Student Climate Survey? If yes, please attach list.		
Attendance	Student school (daily) attendance data		
	Student class attendance data		
Communications	Online communications that are captured (emails, blog entries)		
Conduct	Conduct or behavioral data		
Demographics	Date of Birth		
	Place of Birth		
	Gender		
	Ethnicity or race		
	Language information (native, preferred or primary language spoken by student)		
	Other demographic information? If yes, please attach list.		
Student Name	First and/or Last		

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Enrollment	Student school enrollment		
	Student grade level		
	Homeroom		
	Guidance counselor		
	Specific curriculum programs		
	Year of graduation		
Parent/Guardian Contact Information	Other enrollment information? If yes, please attach list.		
	Address		
	Email		
Parent/Guardian Contact Information	Phone		
	Parent ID number (created to link parents to students)		
Parent/Guardian Name	First and/or Last		
Schedule	Student scheduled courses		
	Teacher names		
Student Contact Information	Address		
	Email		
	Phone		

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Special Indicator	English language learner information		
	Low income status		
	Medical alerts		
	Student disability information		
	Specialized education services (IEP or 504)		
	Living situations (homeless/foster care)		
	Other indicator information? If yes, please attach list.		
Student Identifiers	Local (School district) ID number		
	State ID number		
	Vendor/App assigned student ID number		
	Student app username		
	Student app passwords		
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)		

Category of Data	Elements	Check all data that is inputted or collected in the performance of the proposed contract	
		Minor	Adult
Student Survey Responses	Student responses to surveys or questionnaires (Student Climate Survey data)		
Student work	Student generated content, writing, pictures etc.		
	Other student work data? If yes, please attach list.		
Transcript	Student course grades		
	Student course data		
	Student course grades/performance scores		
Transportation	Other transcript data? If yes, please attach list.		
	Student bus assignment		
	Student pick up and/or drop off location		
	Student bus card ID number		
Other	Other transportation data? If yes, please attach list.		
	Are there additional data element used, stored or collected by your application? If yes, please attach list.		
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in		

OR

I certify that this Schedule of Data is **not-applicable** because all data elements being submitted to, collected, or hosted by the service provider are **unrelated** to any individual's personally identifiable information (PII) OR have been X de-identified, X encrypted, or X aggregated to make it confidential.

RCOE Employee:

Name: _____

Signature: _____

Service Provider's Employee:

Name: Jennifer Fritsch

Signature: 

EXHIBIT "C"**DEFINITIONS**

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Riverside County Office Education & [redacted] directs [redacted] Cengage Learning, Inc. to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u> Disposition shall be:</p>	<p><input type="checkbox"/> Partial. The categories of data to be disposed of are as follows: [redacted] <input type="checkbox"/> Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u> Disposition shall be by:</p>	<p><input type="checkbox"/> Destruction or deletion of data. <input type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.</p>
<p><u>Timing of Disposition</u> Data shall be disposed of by the following date:</p>	<p><input type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) [redacted] [redacted]</p>

[redacted]

 Authorized Representative of LEA

 Date

[redacted]

 Verification of Disposition of Data
 by Authorized Representative of Provider

 Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Riverside County Office and which is dated November 1, 2021 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Cengage Learning, Inc.

BY: 

Date: December 14, 2021

Printed Name: Jennifer Fritsch

Title/Position: VP K12 Sales

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: _____

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Jennifer Fritsch

Title: Vice President K12 Sales North America

Email Address: Jennifer.Fritsch@cengage.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

None



00618-00001/4274378.1

APPENDIX C

CENGAGE AGREEMENT FOR GALE PRODUCTS AND SERVICES

This Agreement and the attached Terms and Conditions (collectively referred to as the "Agreement"), made effective on the date of last signature below (the "Effective Date"), is by and between Cengage Learning, Inc. (collectively with its affiliates, subsidiaries, assigns, partners and designees, "Cengage") and the "Customer" identified below. In consideration of the fees identified below, and subject to and in accordance with the Terms and Conditions, Cengage shall provide the products and services described in this Agreement (the "Products" and/or "Services") to Customer throughout the Term (defined below).

Name and Address of Customer:

Riverside County Office of Education
 on behalf of California State Library
 3939 Thirteenth Street
 Riverside, California 92501
 Attn: Mark Banks
 Email: mbanks@rcoe.us

Term: Beginning on 11/01/2021 and ending 06/30/2022 (the "Term") 241 Days

Gale Products and/or Services and fees (annual cost of service)

Gale <input type="checkbox"/> Context: Environmental Studies	\$208,000
Gale Interactive Science	\$248,000
National Geographic Kids	\$196,000
Sub Total	\$652,000
Discount	10%

12 Month TOTAL: \$586,800.00

Prorated for 241 days of access: \$387,450.88

All payments shall be made in United States' Dollars. Customer shall remit payment within forty-five (45) days upon receive of an invoice.

CUSTOMER	CENGAGE LEARNING, INC.
 Signature: _____ Date: 12/14/21	 Signature: Jennifer Fritsch Date: 12/14/2021

Vice President School Sales

**CENGAGE AGREEMENT FOR GALE PRODUCTS AND SERVICES
TERMS & CONDITIONS**

1. Product and Services, Uptime. Subject to the timely receipt of all required fees and performance to the terms herein, Cengage shall make the Products and/or Services available for use by Customer's Authorized Users. An "Authorized User" means only (i) for public libraries: library staff, individual residents of the library's reasonably defined geographic service area, and walk-in patrons accessing the Products and/or Services on site; (ii) for California K-12 schools: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons accessing the Products and/or Services on site; (iii) for other types of organizations and subscribers: employees and independent contractors in the capacity of their employment or engagement with the organization. The term Authorized Users excludes persons associated with corporate affiliates of the Customer unless those users are expressly identified in this Agreement. Cengage may with, or without notice, add, change, or remove features of the Products and/or Services, at any time. Cengage will use reasonable commercial efforts to ensure that the Products and/or Services are available on a monthly basis not less than 99.0% of the time, exclusive of scheduled outages, maintenance, and downtime that is outside of Cengage's reasonable control. As Customer's sole remedy for Cengage's failure to meet the monthly uptime requirement, at Customer's request, Cengage may provide a credit of the fee pro-rated for the month where service was interrupted, in Cengage's sole discretion.

2. Use of the Products and/or Services. Customer may permit its Authorized Users to access and use the applicable Products and/or Services for their individual, personal, non-commercial, educational, academic, and instructional use, only. Customer shall not use or transmit the Products and/or Services in any manner except as specifically authorized herein. Customer acknowledges and agrees that Authorized Users access to the Products and/or Services are conditioned upon their acceptance of and subject to the Gale Terms of Use ("Terms of Use") and the Cengage Privacy Policy, then in effect, each found at <http://www.cengage.com/legal/terms-sale>, and that failure or refusal to accept or abide by the Terms of Use will disable access to the Products and/or Services. Customer shall take all reasonable precautions necessary to safeguard against unauthorized access and/or use of the Products and/or Services and prevent the "Prohibited Uses" defined in the Terms of Use and shall cooperate with Cengage to identify the source(s) of and, whenever possible, disable unauthorized access and/or Prohibited Uses promptly upon Cengage's request. Cengage may suspend Customer's and/or any Authorized User's access to the Products and/or Services without liability to Cengage reasonably believes that the Products and/or Services are being used in violation of this Agreement or the Terms of Use; (ii) Customer fails to cooperate with Cengage's reasonable investigation of a suspected violation of this Agreement or the Terms of Use; (iii) there is an attack on the Products and/or Services or either is accessed or manipulated by a third party in violation of this Agreement or the Terms of Use; (iv) Cengage is required by law or a regulator or government body to suspend access to the Products and/or Services; or (v) there is another event for which Cengage reasonably believes that the suspension of access to the Products and/or Services is necessary to protect the Products and/or Services or Cengage's other customers from imminent and significant operational, legal, or security risk. Cengage will give Customer advance notice of a suspension under this section of at least thirty-six (36) hours unless Cengage determines in its reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect the Products and/or Services or Cengage's other customers from imminent and significant operational, legal, or security risk. Cengage will not suspend access to the Products and/or Services if the grounds on which the suspension was based are cured during the foregoing notice period.

3. Intellectual Property. Cengage has the proprietary rights in and to the Products and/or Services and Cengage owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Cengage reserves the right, without notice to Customer, to modify, alter, add, remove, cancel or otherwise change the materials embodying the Products and/or Services, in its sole discretion. Customer shall not, by virtue of this Agreement or by virtue of its access to the Products and/or Services obtain any proprietary rights in or to the Products and/or Services.

4. Warranties & Indemnities. Customer represents and warrants that: (i) Customer has full power and authority to enter into this Agreement and to grant the rights granted hereunder; and (ii) Customer shall not use the Products and/or Services in any manner except as expressly authorized in this Agreement. To the extent allowable by law, Customer shall defend, indemnify, and hold Cengage and its distributors and service providers and their respective officers, directors, employees and agents harmless against all claims, demands, suits, losses, costs, damages, and expenses (including attorneys' fees and costs) that Cengage may sustain or incur by reason of one or more breaches or alleged breaches of the aforesaid warranties of Customer or any of Customer's other obligations under this Agreement.

5. Term and Termination. This Agreement shall commence as of the date specified in this Agreement and shall continue in full force and effect for the duration of the Term.

6. Payments and Fees. In consideration of the Products and/or Services provided by Cengage to Customer, Customer agrees to pay the fee provided on this Agreement, plus any applicable shipping and handling fees, service fees, and applicable taxes. Customer shall remit payment within forty-five (45) days of receipt of an invoice. Purchases are nonrefundable and cannot be exchanged. If Customer fails to make payment, Cengage may, without prejudice to its other rights and remedies suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Products and/or Services. Customer shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated service.

7. Limited Liability. Neither Cengage nor its distributors, nor their respective directors, employees, officers, or representatives will be liable for a damages of any kind arising from the use of or inability to use the Products and/or Services, including but not limited to direct, indirect, incidental, consequential, special, punitive, or any other damages, or any loss of profits, loss of data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees paid by Customer for use of the Products and/or Services at issue during the immediately preceding twelve (12) month period.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Agreement.

9. Confidentiality. The Customer shall not use itself or reveal to any person or business, confidential or proprietary information or material gained as a result of performing its obligations hereon, including without limitation, the terms and conditions of this Agreement, except as may be required by any court of competent jurisdiction, governmental agency, law or regulation (in such event, the Customer shall notify Cengage before disclosing this Agreement). Notwithstanding the foregoing, the terms and conditions of this Agreement may be revealed by Customer as part of the normal reporting or review procedure to the Customer's accountants, auditors and legal counsel, provided such accountants, auditors, and legal counsel agree to keep such information confidential.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes all oral or written proposals, negotiations and other communications relating thereto. In the event of a conflict between this Agreement, the terms of other attachments hereto, the terms and conditions of this Agreement shall prevail. No amendment of this Agreement will be effective unless it is in writing and signed by both parties. No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement will remain in effect until fulfilled. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. This Agreement will be considered signed when the signature of a party is delivered by scanned image in a .pdf or "fillable document format" or "PDF" file as an attachment to electronic mail (email), and any such scanned signature is to be treated in all respects as having the same effect as an original signature, except that either party may require the existence of original signatures.