# AGREEMENT

This Agreement ("Agreement") by and between **Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County"),** a municipal corporation of the State of New York, and

**Proctorio, Inc. ("Consultant"),** an Arizona corporation authorized to do business in the State of New York having a principal place of business at 7340 Main Street, Suite 203, Scottsdale, Arizona 85251.

The parties hereto desire for Consultant to provide to the College online Proctoring Service within the Brightspace Digital Learning Environment ("DLE") **("Services").**

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| **Term of Agreement:** | **August 21, 2023 through August 31, 2028,** with two (2) additional options to renew, for two (2) years for each renewal, at the sole and absolute discretion of the College, subject to the provisions outlined in Exhibit C. |
| **Total Cost of Agreement:** | As set forth in Exhibit B, attached hereto and incorporated herein. |
| **Terms and Conditions:** | Shall be as set forth in Exhibits A through F, attached hereto and made a part of this Agreement. |

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the latest date written below.

**Proctorio, Inc.**
Fed. Tax ID # 46-3425539
Tel.: (480) 810-4837

By: *Justin Depuydt*
Justin Depuydt
Head of Strategic Partnerships

Date: September 20, 2023

**Approved as to Legality:**
**Suffolk County Community College**

By: *Alla Brodsky*
Alla Brodsky
College Deputy General Counsel

Date: 9/20/2023

**Suffolk County Community College**

By: _____
Edward T. Bonahue, Ph.D.
President

Date: 9/22/23

**Approved:**
**Suffolk County Community College**

By: *Sara E. Gorton*
Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs

Date: 9/20/2023

**LIST OF EXHIBITS**                                      <u>Page</u>

6.   Prohibition Against Contracting with Corporations that Reincorporate Overseas
7.   Child Sexual Abuse Reporting Policy
8.   Non-Responsible Bidder
9.   Use of Funds in Prosecution of Civil Actions Prohibited
10.  Suffolk County Local Laws

**EXHIBIT A**
**Description of Services**

Consultant shall provide the College with an Online Live Proctoring Service with Student Authentication for high stakes assessments within the Brightspace Digital Learning Environment, in accordance with and as more fully described in Section III, "Scope of Work", of the College's Request for Proposals, RFP R23-001, issued on January 12, 2023, and Consultant's Response to the RFP ("Consultant's Proposal"). The Scope of Work is annexed hereto as ATTACHMENT 1. Consultant's Proposal is incorporated into this Agreement as Exhibit F. The College's full RFP R23-001 is incorporated into this Agreement by reference.

In the event of a conflict or inconsistency between the terms of this Agreement, the Scope of Work, and Consultant's Proposal, the terms set out in this Agreement shall take precedence. With respect to the remaining documents, the order of precedence in interpretation shall be given to:

    1) The Scope of Work (Attachment 1);

    2) Consultant's Proposal (Exhibit F).

## ATTACHMENT 1
### Scope of Work

The Consultant shall provide the College with an online live proctoring service (Service) with student authentication to be used for high stakes assessments. The Service shall be fully integrated into the Brightspace Digital Learning Environment (DLE), and have the capability to quickly provide notice of potential breaches of academic integrity to the course instructor, as well as adhere to the accessibility standards required under Section 508 of the Rehabilitation Act of 1973. Past usage of online proctoring software showed approximately 4,000 students taking 18,000 exams over a typical six-month period. During that duration, approximately 1,000 support tickets were submitted by students.

1.      **Phased Implementation**:

The Consultant shall implement the system in phases to match the major functions of the system. The implementation shall be completed in the following sequence:

a.      Implementation of Service in DLE
b.      Creation of College-specific site within the proctoring service
c.      Back-end administrator training
d.      CIP training
e.      Online faculty training
f.      Knowledge Base for faculty and students
g.      Help Desk for students, faculty and administrators at the College to report system issues and have the Consultant resolve them

The College anticipates the full implementation to be expedited in a timely manner after the execution of the contract. The anticipated timeframe for a fully-executed contract is April, 2023. The College and the Consultant will agree on a schedule to meet the anticipated timeline.

2.      **Confidentiality and Security of Data**

The Consultant shall ensure that if, during the course of providing services to the College, the Consultant is provided access to confidential and security sensitive data, servers, and systems the information will remain confidential and secure, in accordance with all applicable laws, rules and regulations, as well as College policies and procedures.

The Consultant shall execute confidentiality or nondisclosure agreements as required by the College.

Services must be provided in accordance with applicable laws, rules, regulations, and professional standards for data and network security, as well as College policy. The Consultant and its representatives will be expected to work with the College's Office of Information Technology Services (ITS), and specifically with the Information Security Officer to ensure the College's data and network security needs are satisfied. The

Consultant must review all College ITS policies and confirm it will adhere to these in their entirety. These policies can be found at: https://www.sunysuffolk.edu/information-technology-services/it-guidelines-procedures.jsp

Should the Consultant cause a breach of College data or access to the College system, the Consultant shall assume full responsibility for all costs associated with remediation as required by law. Other required responses of the Consultant in connection with any such breach shall be detailed in the contract between the parties.

3.      **Service Level Agreement (SLA)**

The Consultant shall submit an SLA to the College that provides detailed guarantees of minimum system performance, including but not limited to system up-time; bandwidth utilization; systems update scheduling; support/help desk availability; and support/help desk response time. The Consultant shall define the remediation that will be made to the College if it fails to meet the benchmarks established in the SLA.

4.      **Basic Services – The following services are required:**

a.      Immediately upon execution of a contract between the Consultant and the College, the Consultant shall provide the online proctoring service.

   i.   The Consultant shall ensure that no one will have direct access (i.e., bypassing College authentication) to the system other than key College Systems Administrators and Consultant employees who directly support the College.

   ii.  The Consultant shall provide the College with key contact information for systems support. This includes first level Help Desk support, as well as information on how to escalate issues to higher levels of management.

   iii. The Consultant shall provide an Account Manager who will be responsible for guaranteeing that the Consultant provides all required services in a professional and timely manner. In the event the Account Manager changes, the Consultant shall notify the College accordingly and provide the information for the new Account Manager in a timely manner.

   iv.  The Consultant shall not use the College system in any marketing materials or for purposes of sales, demonstrations, presentations, training, etc. with any third party without the prior, written consent of the College General Counsel or designee.

b.      The Consultant shall provide training to College staff as follows:

   i.   Systems Administration training that assures College staff can configure and maintain the online proctoring service within Brightspace.

      ii. Train-the-Trainer instruction so that CIP staff can conduct end-user training with the College community.

      iii. The Consultant shall provide electronic copies of training materials that the College can customize and distribute freely to the College community.

      iv. The modes of training provided may include, but not be limited to classroom-based training, documentation and manuals, access to online training resources, as well as conference calls.

c. The Consultant shall provide technical support for the College during the implementation of the system.

      i. Support shall be reachable by phone, email and online ticket submission on a 24/7/365 basis.

      ii. Support must resolve issues in a timely manner as defined in the SLA.

d. The Consultant shall provide ongoing maintenance and support of the system. This shall include:

      i. A published schedule of regular maintenance that will cause system downtime.

      ii. Installation and configuration of software updates and patches.

      iii. Advance documentation on software updates and patches that includes specific information on any new or changed system operations and impact on Systems Administrators and end-users.

      iv. Appropriate security updates to ensure system integrity.

      v. A documented procedure for emergency updates to the system, including how the College will be informed.

      vi. Training, as needed, to keep College staff up to date with changes to the system.

e. End-User Training

      i. The Consultant shall develop customized training materials, inclusive of documents, videos and presentations for end-users based on the actual College implementation.
        a) Topics should include the following, but are not limited to:
          1) Minimum technology requirements for compatible computing devices, such as: Operating System, Web Browser, Camera, etc.
          2) Step by step instructions for faculty on how to set up an exam in DLE
          3) Step by step instructions for students on how to take an exam

4)  How to get technical support in the event the proctoring of an exam is not working as expected.

ii.  The Consultant shall provide training sessions for College staff in the administration of the system, as well as how to build and manage exams. Modalities of training the College may request are:

a)  On-site classroom training

b)  Live online courses

c)  Recordings of prior live courses

d)  Training manuals

**End of Text for Exhibit A**

**EXHIBIT B**
**Payment Terms and Conditions**

**1.      General Payment Terms**

  **a.**     Consultant shall prepare and present an invoice to the College for payment by the College. Invoices shall be itemized and documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval of the invoice by the College.

  **b.**     Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit B for the completion of all work and services contemplated in this Agreement.

  **c.**     The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

  **d.**     The acceptance by Consultant of full payment of all billings made under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2.      Agreement Subject to Appropriation of Funds**

  This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

**3.      Specific Payment Terms and Conditions**

  Consultant shall be paid in accordance with the rates and terms contained in Consultant's Cost proposal, attached separately hereto and incorporated herein as ATTACHMENT 2, subject to the limitation(s) referenced in paragraph 2 hereunder.

## ATTACHMENT 2

# V. COST PROPOSAL

a. **Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:**

   i. **All fees associated with providing services identified under Section III – Scope of Services in the RFP documents.**

   None of the services identified in the Section III (Scope of Services) portion of this document incur additional costs or fees.

   ii. **Any supplementary services beyond the scope of the RFP defined in this document that may available to the College on an elective basis.**

   Proctorio offers several supplementary services, including Live ID Verification and Professional Review. Pricing information for Live ID Verification and Professional Review is listed below

   Note: Additional services sometimes require a secondary, or even tertiary installation. This does not carry extra cost (Proctorio does not charge for implementation, no matter how many are being done), but each installation must be separated by course, and cannot overlap. For example - if Suffolk Community College chooses to use the Per-exam: Automated service for general use, but on one course would like to implement Live ID Verification, a second implementation will be required to be installed on that course.

   Installations are done via the LTI installation tool in Canvas. A code pair called a 'Key and Secret,' provided by Proctorio, is placed in the appropriate fields within this tool. This is a simple process that takes just a few minutes and is typically handled by a Canvas administrator.

## Proposed Pricing Format - Per Exam: Live ID Verification

For Proctorio's Live ID Verification (per exam) service, we propose an additional cost of $3 per exam. Proctorio's Live ID Verification acts as a gatekeeper and is completed prior to the beginning of the exam. A Proctorio representative will compare the student's name and webcam

image to their photo ID—in real time—for human verification of the student's identity. This prevents students who do not pass the ID Verification process from accessing exam material.

| Suffolk County Community College | Additional $3 per exam |
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## Proposed Pricing Format - Per Exam: Professional Review

For Proctorio's Professional Review service, we propose an additional cost of $10 per exam.  With Professional Review, exam results are reviewed by Proctorio agents. These professional reviewers undergo extensive internal training and may only conduct reviews after passing an internal testing and certification process. Proctorio experts are available to analyze exam recordings for instances of academic dishonesty, and we deliver detailed reporting within 48 or 72 hours, according to your needs.

| Suffolk County Community College | Additional $10 per exam |
|---|---|

     **iii.**    **Pricing shall be proposed and applicable to the entire term of the Agreement.**

         The cost of services will remain the same throughout SCCC's contract with Proctorio.

     **iv.**    **Pricing shall include a payment structure/schedule.**

         Proctorio's payment structure is explained below and varies by service or solution.

   **b.**  **Basic Services**

     **i.**    **For software/application licensing, provide the acquisition cost (i.e., initial purchase price) as well as the cost for ongoing licensing for the entire system. If components of the application have individual pricing, provide an itemized schedule of fees that includes a total charge for the entire system. Define the license period(s) and the billing schedule(s.)**

The acquisition purchase price and the cost for annual licensing is provided below. Proctorio's standard payment terms are on a NET 30 billing schedule.

## Proposed Pricing Format - Per User: Automated

For Proctorio's Automated Proctoring service (per user), we propose a single cost per student (per user) of $8-12 per year. This single cost-per-user pricing format includes unlimited automated proctoring and assessments, plus lockdown and ID verification options across all the user's courses in Brightspace. User licenses are billed in advance for the year.

Proctorio never charges setup, training, support, or implementation fees. Any newly developed features and enhancements to this package will be available for SCCC at no additional cost. The $8-10 per user per year is discounted from $40 per user per year.

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| Automated Secure Exam Proctor (Standard) | $30 per user per year |
| **Suffolk County Community College (Discounted)** | **$12 per user per year (1-5000 users)** <br> **$10 per user per year (5001 - 10,000 users)** <br> **$8 per user per year (10,001 + users)** <br> **$7 per user per year (FTE)** |

## Proposed Pricing Format - Per Exam: Automated

For Proctorio's Automated Proctoring service (per exam), we propose a cost of $4 per exam. Proctorio never charges setup, training, support, or implementation fees. Any newly developed features and enhancements to this package will be available for SCCC at no additional cost. Exam charges are invoiced monthly in arrears based on the number of proctored exams taken.

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| **Suffolk County Community College** | **$4 per exam** |

## Proposed Pricing Format - Per Exam: Unscheduled Live

For Proctorio's Unscheduled Live Proctoring service, we propose a cost of $25 per exam. Proctorio never charges for individual cost elements such as underlying hourly rates and estimated hours, one-time fees, or recurring fees. Students never have to schedule a Live Exam with Proctorio and can have unlimited attempts for an exam. This service is a continuously monitored live exam, and this cost includes onboarding and implementation, proactive 24/7/365 support, and immediate proctoring results.

1.  No scheduling is required. Test takers can take exams whenever they want within the designated test window set by the instructor.

2.  No extra fees. No late fees, take-it-now fees, peak hour fees, holiday fees, etc.
3.  Unlimited attempts for the same exam. Retests are included (2 attempts, 3 attempts, etc.)
4.  Any length of exam at no extra cost (1 hour, 2 hours, 8 hours, etc.)
5.  Continuously monitored throughout the entire exam session.

| Suffolk County Community College | $25 per exam |
|---|---|

## Additional Pricing Information

Proctorio does not provide a "per instructor" model—administrators, instructors, and teaching assistants are included at no additional cost.

The above pricing is inclusive of any fees regarding initial cost of software, software maintenance and support, training costs (user training and technical support), implementation costs, data conversion and integration, training, documentation and training materials, costs for additional professional services, customization, or consulting/other value-added services.

ii.    **For Application Hosting services, provide the cost of service. If services have sub-components, provide an itemized schedule of fees that includes a total charge for the hosting. Define the license period(s) and the billing schedule(s).**

The cost of Application Hosting services is included within the provided pricing.

iii.   **For training services, identify separately, the cost to provide a live on-site training session, the cost to provide a live webinar training session, and the cost to provide a recorded webinar training session. Identify whether the cost varies by type of participant and/or class size, and if so, how. If such services are included in the cost for services identified under the "Basic Services" sections in Section III – Scope of Services in the RFP documents, please indicate the same.**

Proctorio may request for the College to cover travel and lodging costs associated with conducting live, on-site training sessions. There is no additional cost for virtual training as this type of training is included in the cost of service. The pricing does not vary based on type of participant and/or class size. Proctorio is happy to provide as many training sessions as needed throughout the course of the contract to ensure efficient usage.

    **iv.**     **For support and ongoing maintenance (i.e. software updates, patches, Help Desk support, etc.) of the system, identify what is included in the cost and whether the cost is a lump sum fee, hourly or periodic fee. If such services are included in the cost for services identified under the "Basic Services" sections in Section III – Scope of Services in the RFP documents, please indicate the same.**

    Ongoing support and maintenance are included with all of Proctorio's services, and no additional fee is charged. Support for Proctorio's partners includes client success support with an account manager, Tier 2 faculty and administrator support, and Tier 1 technical support for students, faculty, and administrators (24/7/365 live chat, phone, and email support).

# Service Level Agreement (SLA)

Proctorio's SLA provides clear uptime expectations, articulated resolution response times, as well as remedies available should Proctorio ever fall below expectations. Historically, Proctorio has maintained an uptime of greater than 99.991%, as seen publicly at: https://proctoriostatus.com.

Last modified October 29, 2021

**Service Level Performance Standards**

Proctorio ("**Company**") and the Customer on the corresponding Software-as-a-Service Agreement ("**SaaS Agreement**") agree to abide by these Service Level Performance Standards ("**Standards**") which hereby incorporate Privacy Policy and SaaS Agreement.

Proctorio GmbH ("**Company**") and the Customer on the corresponding Software-as-a-Service Agreement ("**SaaS Agreement**") agree to abide by these Service Level Performance Standards ("**Standards**") which hereby incorporate Privacy Policy and SaaS Agreement.

These Standards are meant to further explain the terms and services provided in the SaaS Agreement, and thus, only apply if the Customer has entered into a SaaS Agreement with the Company. To the extent there are any inconsistencies between the Standards and the SaaS Agreement, the SaaS Agreement shall prevail. These Standards shall terminate upon the termination of the SaaS Agreement.

## 1. Definitions

The following terms in these Standards, unless otherwise defined in the SaaS Agreement shall mean:

**End of Text for Exhibit B**

**EXHIBIT C**
**General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals ("RFP"), which was advertised on January 12, 2023*;* and

**Whereas**, the Consultant submitted a proposal in response to such RFP on February 2, 2023; and

**Whereas**, the College has selected the Consultant to provide the services as set forth herein;

**Now, therefore,** in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

**1.      Consultant Responsibilities**

     **a.      Services**

     Consultant shall provide the Services described in Exhibit A, entitled "Description of Services."

     **b.      Qualifications and Licenses**

     To the extent applicable, Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Consultant has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

**2.      Term and Termination**

     **a.  Term**

     This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

     **b.  Termination for Cause**

        **i.**     A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

        **ii.**     Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

        **iii.**     If Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Consultant.

**iv.** In the event of a failure on the part of either party to observe any material terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the non-breaching party provided that no such termination shall be effective unless breaching party is given ten (10) calendar days' (or longer, at the non-breaching party's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such ten (10) day period, (or longer, at the non-breaching party's option) the breaching party will be given an opportunity for consultation with the non-breaching party and an opportunity to cure all failures of its obligations prior to termination. In the event that the breaching party has not cured all its failures to fulfill its obligations to the satisfaction of the non-breaching party by the end of the ten (10) day period (or longer, at the non-breaching party's option), the non-breaching party may issue a written termination notice (Termination Notice), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Consultant is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Consultant for the services rendered through the date of termination.

**e. Payments upon Termination**

**i.** Upon the Consultant receiving a Termination Notice, Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

**ii.** Upon the College receiving a Termination Notice, the College shall pay all outstanding monies owed to the Contractor, if any.

**iii.** The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement.

**iv.** Upon termination, any funds paid to Consultant by the College which were used by Consultant in a manner that failed materially to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Consultant from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3.      **Indemnification**

   a.      **General**

Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fees, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

   b.      **Federal Copyright Act and Non-Infringement of Intellectual Property**

Consultant hereby represents and warrants that it will perform services in accordance with and subject to the intellectual property licenses granted to the college and not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act U.S Trademark or Patent Laws (as applicable) during the performance of this Contract. Furthermore, Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Consultant, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4.      **Insurance**

   a.      Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Consultant agrees to require that all of its subcontractors, in connection with work performed for Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Consultant. Unless otherwise specified by the College and agreed to by Consultant, in writing, such insurance shall be as follows:

      i.      **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

      ii.     **Automobile Liability** insurance (if any vehicles are used by Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

     **iii.** **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

     **iv.** **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per occurrence or claims made coverage basis.

**b.** All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

**c.** Consultant shall furnish to the College a Certificate of Insurance for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Consultant shall furnish a Certificate of Insurance evidencing the College and the County's status as additional insureds on the policy. The Consultant must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**

**d.** Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Consultant notice in writing.

**e.** In the event Consultant shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

**5.** **Independent Contractor**

It is expressly agreed that Consultant's status hereunder is that of an independent contractor. Neither Consultant, nor any person hired by Consultant shall be considered employees of the College and/or the County for any purpose.

**6.        Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**7.        Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**8.        Set-Off Rights**

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Consultant under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

**9.        Non-Discrimination in Services**

During the performance of this Agreement:

**a.**      Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

  **i.**      deny any individual any services or other benefits provided pursuant to this Agreement; or

  **ii.**     provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

  **iii.**    subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

  **iv.**    restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

  **v.**     treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

**b.**      Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability,

sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

**i.**     the types of service(s) or other benefits to be provided, or

**ii.**    the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

**iii.**   the class of individuals to be afforded an opportunity to receive services.

## 10.     College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination polices:

**Civil Rights Compliance Officers**

**Christina Vargas**                        or      **Dionne Walker-Belgrave**
Chief Diversity Officer/                              Affirmative Action Officer/
Title IX Coordinator                                    Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230      Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, NY 11784          533 College Road, Selden, NY 11784
vargasc@sunysuffolk.edu                     walkerd@sunysuffolk.edu
(631) 451-4950                              (631) 451-4051

**11.     Nonsectarian Declaration**

Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

**12.     Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**13.     No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**14.     Conflicts of Interest**

**a.**     Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

**b.**     Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

**15.     Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**16.     Confidentiality**

Any and all records, reports, methods, procedures, student and personnel data and identifying information, data processing programs, information proprietary to the College or any third party, in any form (oral, written, digital, electronic, or machine readable) that is not generally available to the public  or other documents of the College and/or the County used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement ("Confidential Information")  shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.  Such Confidential Information shall not be disclosed, directly or indirectly, to any third party without the prior express written consent of the College, except, as required by Law.

**17.    Assignment and Subcontracting**

**a.**    Neither party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Consultant may assign its rights or delegate its obligations, in whole or in part, without such consent to an entity that acquires all or substantially all of the business or assets of such party to which this agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment, transfer, or delegation in violation of this section will be null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

**b.**    Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price.  Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

**18.    No Intended Third-Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, County and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**19.    Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

**20.    Publications and Publicity**

Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

**"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."**

The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

## 21. Copyrights, Patents and Trademarks

### a. Copyrights

If the work of Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Consultant may secure copyright protection.

### b. Patents

If Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Consultant may apply for and secure for itself patent protection.

### c. Trademarks

Consultant acknowledges that the SCCC name and logo ("trademark property") are the property of the College and agrees that Consultant shall not use such trademark property without its prior express written consent. Notwithstanding the provisions hereunder, Consultant further agrees that if any work performed shall result in or require the use of trademarked property owned by Consultant, Consultant hereby grants to College a non-exclusive license for use of the same.

### d. Intellectual Property Rights

College acknowledges and agrees that Consultant is the sole and exclusive owner of all right, title, and interest, in, to, and under all Intellectual Property Rights therein and thereto any of the foregoing, and any other proprietary property of Consultant provided by Consultant to College in connection with this Agreement. For purposes of this Agreement, "Intellectual Property Rights" means patent, all rights under patents and patent applications, copyright, trademark, trade secret, database protection, know-how, processes, and technology, whether or not patentable or copyrightable or otherwise registrable, or foreign equivalents of the foregoing, and any other proprietary rights of any nature.

**End of Text for Exhibit C**

## EXHIBIT D
## Suffolk County Legislative Requirements

**1.     Contractor's/Vendor's Public Disclosure Statement**

Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**Required Form:**     Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

**2.     Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms**:     Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3.     Use of County Resources to Interfere with Collective Bargaining Activities
        Local Law No. 26-2003**

Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities."  County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

**a**.     Consultant shall not use County funds to assist, promote, or deter union organizing.

**b.**     No County funds shall be used to reimburse Consultant for any costs incurred to assist, promote, or deter union organizing.

**c.**      The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

**d.**      No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property, Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:**      Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

**4.      Lawful Hiring of Employees Law**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006).  It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof.  The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be.  The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

| | |
|---|---|
| **Required Forms:** | Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees" |
| | "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2. |

## 5.      Gratuities

Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

## 6.      Prohibition Against Contracting with Corporations that Reincorporate Overseas

Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7.      Child Sexual Abuse Reporting Policy**

Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**8.      Non-Responsible Bidder**

Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9.  Upon signing this Agreement, Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years.  The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9.      Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10.     Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://suffolkcountyny.gov/.

**End of Text for Exhibit D**

**EXHIBIT E**
**Notices and Contact Persons**

**1.      Notices Relating to Payments, Reports, or Other Submissions**

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

> **For the College**
>
> Vice President for Business and Financial Affairs
> Suffolk County Community College
> 533 College Road, NFL 232
> Selden, NY  11784-2899
>
> **For Consultant**
>
> At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

**2.      Notices Relating to Insurance**

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

> **For the College**
>
> David T. Schneider
> Executive Director – Risk Mitigation
> Suffolk County Community College
> 533 College Road, NFL 125
> Selden, NY 11784
>
> **For Consultant**
>
> At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

**3.      Notices Relating to Termination and/or Litigation**

In the event Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to

this Agreement, Consultant shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the College and the County:**

Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

**For Consultant:**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**End of Text for Exhibit E**

**EXHIBIT F**
**Consultant's Proposal**


Consultant's Proposal submitted February, 2, 2023, in response to the College's RFP for Online Proctoring Services, is annexed hereto as Exhibit F.

**CONSULTANT'S PROPOSAL**



# Request for Proposal (RFP)

RFP #R23-001 • Online Proctoring Services

February 2, 2023

**Proctorio Inc.**
7340 E Main Street, Suite 203
Scottsdale, Arizona 85251

# II. TRANSMITTAL LETTER

February 2, 2023

**Suffolk County Community College**
Procurement Office
533 College Road
Selden, NY 11784-2899

Dear Ms. Seema Menon:

For nearly 10 years, Proctorio has been providing online proctoring services as its primary line of business to educational institutions across the globe. Proctorio's reach now covers over 4,000 partners, with over 80 million exams proctored in more than 190 countries around the world. Proctorio's clients include some of the largest and most prestigious educational institutions, including several in New York.

Proctorio's Learning Integrity Platform combines industry-best reliance on scalable technology to provide Identity Verification Services, Lock Down Settings, and Automated and Live Proctoring Services, all within the existing Learning Management System or assessment platform. Whether Automated or Live, test takers never need to schedule exams, and the results are immediately available within the Proctorio Review Center. Within our industry, Proctorio is the only remote proctoring vendor capable of on-demand proctored assessments with unlimited scalability, while protecting your institution's exam recordings with advanced end-to-end encryption.

For any questions related to this RFP, please contact Justin Depuydt, Strategic Partnerships Manager, at justind@proctorio.com. As the leader in the online proctoring space, we look forward to working with Suffolk County Community College.

Respectfully Submitted,

**Mike Olsen**
Founder & CEO
Proctorio, Inc.

## III. GENERAL QUALIFICATIONS

    a) **General Information/Company History**

        i) **Company Name, e-mail, main address and all branch office addresses.**
        **Company Name:** Proctorio, Inc.
        **E-mail:** sales@proctorio.com
        **Main Address:** 7340 E Main St, Suite 203, Scottsdale, AZ 85251, USA
        **Munich Office:** Proctorio GmbH, Bahnhofstr. 18, 85774 Unterföhring, Germany
        **Serbia Office:** Cincar Jankova 3 Beograd

        ii) **Describe the nature of your organization (e.g. corporation, not-for-profit organization, sole proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.**

        Proctorio is a privately-held Delaware C-Corporation that is not in any way controlled by Venture Capital and/or Private Equity funding. This allows Proctorio to remain in complete control of the direction of the company and how it impacts our partner institutions.

        iii) **Year Company was founded and brief history.**

        Proctorio was founded in 2013 as a remote proctoring service. Proctorio's services have since expanded to include automated and live proctoring, identity verification, and plagiarism detection, among other innovative technologies. The company is currently headquartered in Scottsdale, Arizona, and has international office locations in Europe.

        Proctorio currently partners with 4,000+ higher education, K-12, and corporate institutions, whose end users are based in 190+ countries. The company serves more than 4 million active weekly users and has proctored 80 million exams worldwide in the ten years since our inception, proctoring 30 million exams in 2021 alone.

        iv) **Total number of employees. Include an organization chart as relevant.**
        Proctorio has 140 employees. This number does not include contract labor such as exam reviewers and live proctors, when applicable. Proctorio's organization chart is included below.
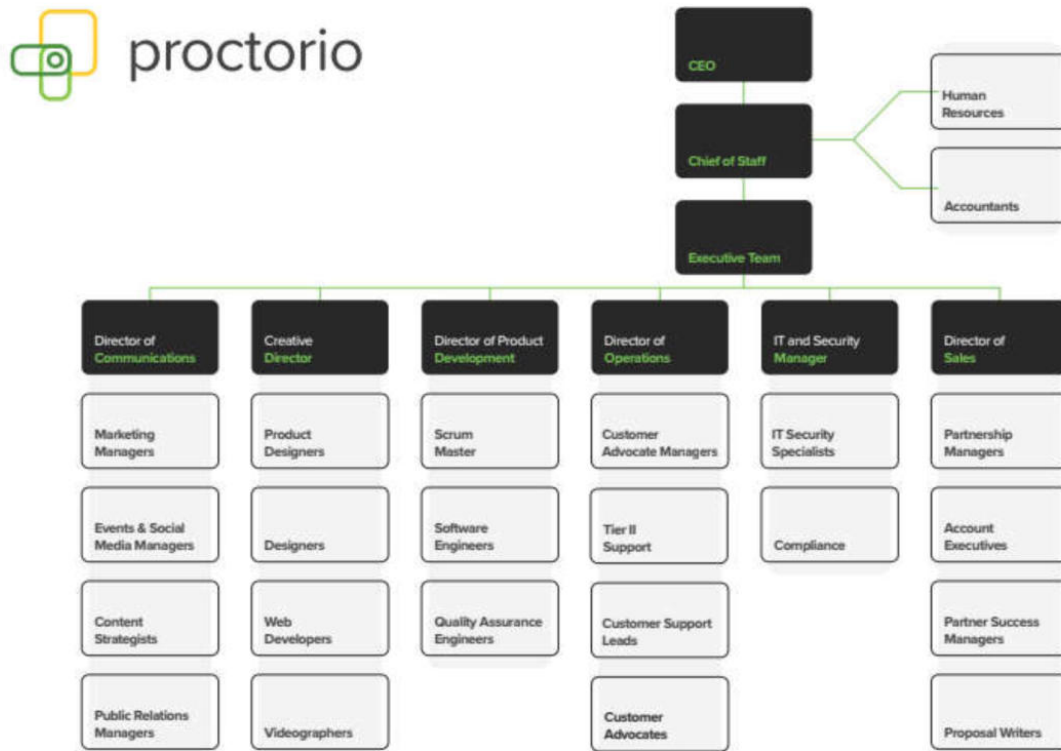
## Organizational Chart

 

**v)   Location(s) from which majority of the staff will be providing services.**
Suffolk County Community College will work primarily with staff based in
Proctorio's headquarters in Scottsdale, Arizona.

**vi)   Annual fee income for the past three (3) years.**
Proctorio is a private company and does not publicly disclose its financials
but can provide annual fee income for the past three (3) years under
signature of a non-disclosure agreement.

Proctorio is publicly ranked on the Inc 5000 list and Deloitte 500 based on
historical financials.

**vii)   The general and specific specialties/expertise and overall resources.**
Proctorio is staffed by over 140 experts in online education that are deeply
dedicated to learner success. Proctorio employees bring a wealth of
knowledge in marketing, sales, technical integration, Proctorio
deployment, and overall partner success. Upon notification of award,

Suffolk County Community College will be assigned a Success Team that can connect exam administrators with various resources, including guides, videos, and Proctorio's Help Center, which features hundreds of informational articles. Finally, Proctorio has a very responsive Support Team that can be reached by live chat or email 24/7/365. Support's average live chat response time is approximately 12 seconds.

b) **Expertise of Proposer and all Sub-consultants, including Qualifications and Experience of Personnel**

**i. Experience:** *Provide general background information explaining why the firm and its sub-consultants are well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Provide a brief history and description of the firm's experience with special emphasis on any experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges. Provide a description of the firm's background and experience, and its capability to assign staff to provide services as stipulated in the RFP. This information shall include but not be limited to:*

Staffed by current and former digital learning instructors and students, our implementation and support team is dedicated to academic integrity and the success of students and faculty. Automated proctoring requires sufficient staffing in the support and implementation of the service. With a support team assigned to help SCCC throughout their contract with Proctorio, the college can expect a seamless integration and training process.

Proctorio has provided online proctoring services as its primary line of business to colleges and universities for almost ten years. We now work with more than 4,000 partners and have served millions of students around the world. Proctorio has years of experience working with colleges and universities, including many community colleges. One of our long-time community college clients is the California Community College system, which chose Proctorio as the exclusive proctoring partner for their 56 schools about eight years ago. Proctorio has also worked with other community college systems, such as the Utah Education Network, the Florida Virtual Campus, and the Texas State system, along with smaller academic institutions, such as Northeast Alabama Community College.

- **Description of your Company's expertise as it relates to providing an online proctoring service and adherence to Section 508 accessibility guidelines**
Proctorio was designed with accessibility in mind from day one, with built-in features like screen reader compatibility, high-contrast text, and large fonts. Proctorio is committed to conforming to WCAG 2.1 AA Standards of the World Wide Web Consortium (W3C), Sections 504 and 508 of the Rehabilitation Act, Titles I, II, and III of the ADA, and EN 301 549 accessibility requirements. Additionally, Proctorio is compatible with a number of assistive technologies including ChromeVox, NVDA, VoiceOver, etc. to ensure test takers of varying abilities can complete their exams with ease.

   Since 2015, Proctorio has partnered with Deque Systems, a top accessibility firm specializing in user accessibility and compliance, to produce a Voluntary Product Accessibility Template (VPAT) (see attached) with every major software update.

- **Description of your Company's expertise and experience as it relates to implementation services on projects of similar scope.**

   Proctorio was founded on the principle that upholding exam integrity should not come at the expense of test-taker privacy or data security. The company's creation shifted the paradigm of third-party remote proctoring and introduced a solution that operates in a sandbox, equipped with end-to-end encryption technology to optimize the safety and security of digital learning.

   Proctorio has achieved tremendous growth, increasing from 4 million exams proctored in 2019 to more than 30 million exams proctored in 2021 alone. Proctorio's Success Team has played a crucial role in onboarding and supporting institutions who are new to Proctorio or to proctoring in general. Similarly, Suffolk County Community College would be assigned a Success Team to lead the way with the integration, training, onboarding, and deployment of Proctorio.

   In 2015, Proctorio was selected as the exclusive provider of proctoring services for the California Community College System, which consists of more than 2.9 million students. A dedicated account manager from Proctorio worked closely with the institution's IT leaders and instructional technologists to schedule

implementations at each of their colleges. After implementing Proctorio, the institution's designated Proctorio training specialist scheduled classroom training sessions to introduce instructors to our software. Separate sessions were conducted with designated institution personnel to help them become experts in using Proctorio, so that they could work alongside instructors beyond the implementation process to maximize the use and effectiveness of our solution.

### ii. References:

1) **Stephen F. Austin State University**
 **Address:** 2012 Alumni Drive, Nacogdoches, TX 75962-0001
 **Description:** Stephen F. Austin State University has been using Proctorio since 2020.  Primarily used for distance learning courses, Proctorio provides automated proctoring to 2500 students each semester, as well as Professional Review and a limited number of Live Proctoring sessions.
 **Contact 1 Information:**
 **Name:**  Alison Reed
 **Title and Role:**  Interim Director for the Center for Teaching and Learning
 **Phone:** 936.468.1818
 **E-mail:** alreed@sfasu.edu

2) **Stephen F. Austin State University**
 **Address:** 2012 Alumni Drive, Nacogdoches, TX 75962-0001
 **Description:** Stephen F. Austin State University has been using Proctorio since 2020.  Primarily used for distance learning courses, Proctorio provides automated proctoring to 2500 students each semester, as well as Professional Review and a limited number of Live Proctoring sessions.
 **Contact 2 Information:**
 **Name:**  Andra Floyd
 **Title and Role:** LMS Support Supervisor
 **Phone:**  936.468.1919
 **E-mail:**  afloyd@sfasu.edu

3) **Harrisburg Area Community College**
 **Address:** 1 HACC Drive, Harrisburg, PA 17110
 **Description:**  HACC has been using Proctorio since 2020, with over 10,000 exams proctored in that time.  HACC primarily makes use of our Live ID and Live Proctoring solutions, covering several departments including Mathematics, Chemistry, Biology and English.
 **Contact Information:**
 **Name:**  Elisa Cohen

**Title and Role:** Director - Teaching and Learning Commons
**Phone:** 717-780-3203 x213203
**E-mail:** escohen@hacc.edu

4) **Portland State University**
**Address:** 724 SW Harrison, Portland, OR 97201
**Description:** Portland State University has been a customer since 2019. Around 2000 users are active on Proctorio each semester. Note: PSU has recently switched to Canvas from Brightspace, however the contact listed below has extensive experience with Proctorio on Brightspace, and agreed to comment both to his experience as a faculty member and as an administrator.
**Contact Information:**
**Name:** Tim Finn
**Title and Role:** Operations Director, Adjunct Faculty
**Phone:** 503-725-8080
**E-mail:** timfinn@pdx.edu

5) **TriOS College**
**Address:** 6755 Mississauga Road, Mississauga, ON, CANADA L5N 7Y2
**Contact Information:**
**Name:** Jeff Lenhart
**Title and Role:** Manager of Digital Learning
**Phone:** (905)-814-7212 ext. 2079
**E-mail:** jeff.lenhart@trios.com

**Description:** TriOS College has been a Proctorio customer since 2020, with around 1000 active users on our automated proctoring service. They do not make use of other services, such as Professional Review or Live Proctoring.

6) **TriOS College**
**Address:** 6755 Mississauga Road, Mississauga, ON, CANADA L5N 7Y2
**Contact Information:**
**Name:** Craig Donaldson
**Title and Role:** Executive Vice President
**Phone:** (905) 814 7212 ext. 3010
**E-mail:** craig.donaldson@trios.com

**Description:** TriOS College has been a Proctorio customer since 2020, with around 1000 active users on our automated proctoring service. They do not make use of other services, such as Professional Review or Live Proctoring.

**iii. Staff Qualifications/Resumes: Describe the specific qualifications and background of your staff, and all proposed sub-consultants' staff in this sub-section, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience. If sub-consultant(s) are not being used, Proposer shall include a statement indicating this.**

Proctorio does not currently partner with any sub-contractors.

**The information submitted must include:**
- **Company Information**
  - **Identify your firm's management team, clearly identifying and describe the title and role of the staff who will be assigned to the College's account. Proposer must include organizational chart in this section.**
  - **Describe the experience and qualifications of your firm's management team, the proposed facilitators and the team that will be assigned to the College's account. Indicate the availability of the management team and all other personnel required for this assignment.**
  - **Clearly identify the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the College, and shall serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the Contract.**
  - **Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College.**

Upon notification of award, Proctorio will assign a Success Team to support Suffolk County Community College with integration, training, onboarding, and ongoing support for the contract's duration. Each member of Proctorio's Success Team has a minimum of 2-3 years of experience managing accounts, particularly within the education field. While these team members will also be supporting other accounts, they will be available during business hours as needed to run training sessions, answer technical troubleshooting questions, or escalate other concerns as needed. Suffolk County Community College will also have access to Proctorio Support 24/7/365 via live chat, phone, or email.

Proctorio is happy to provide resumes for key staff who will be assigned to the account once
notification of award takes place and once we have evaluated our team's capacity. Regardless of who is assigned, Suffolk County Community College will have the support of team members who have experience managing education accounts, and particularly community colleges. Future changes to the College's Success Team will be submitted in writing for approval. Proctorio understands that the College reserves the right to deny payment for any services provided by a team member not approved in writing.
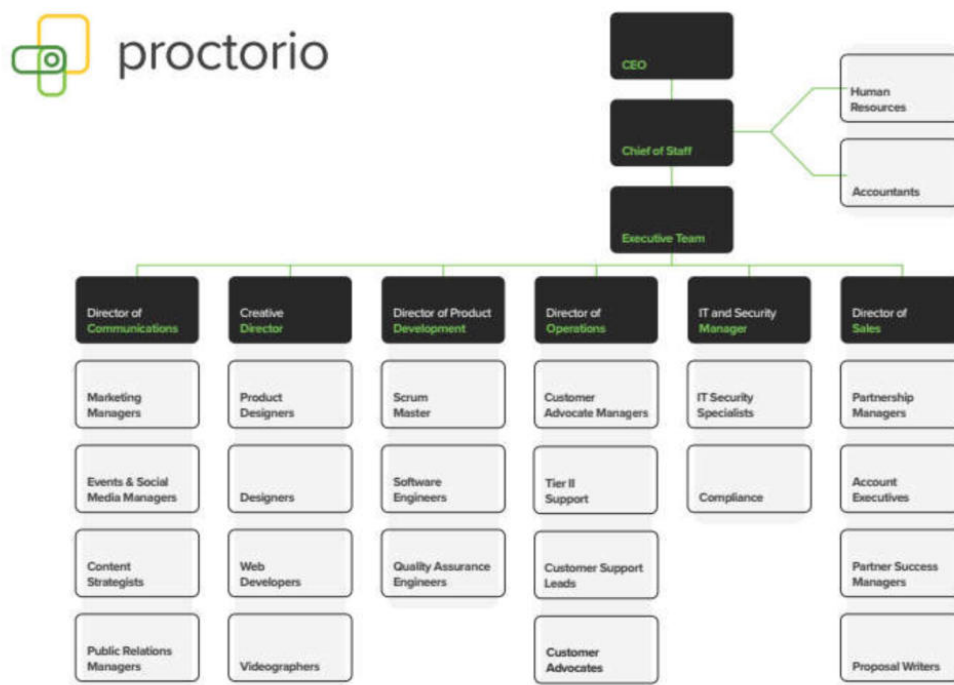


## Organizational Chart

**iv. College/County Contracts:** In this sub-section, provide a list of all contracts with the College or the County of Suffolk, if any, within the last five (5) years (regardless of type of service) and the time period for those services.

Proctorio has an existing contract with Suffolk County Community College since 2021 and is seeking to renew services for use with their newly integrated Brightspace LMS.

**v. Supplemental Information: Include any brief supplemental information that may be relevant to your qualifications for the work. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.**

Proctorio has the highest privacy standards of any remote proctoring company and is the only to comply with several major international guidelines, including the ISO 27001 and ISO 27018 audits, among others.

**vi. Minority and Women-owned Business Enterprises ("MWBEs"): Submit a statement detailing if and/or how the Proposer will utilize the services of MWBEs if awarded the contract.**

Proctorio strives to use MWBEs whenever possible, including in the day-to-day operations of our office and in our legal counsel. Proctorio's team is 53% women, and women make up 47% of the company's leadership roles. Proctorio's goal is to continue hiring women, minorities, and individuals from diverse backgrounds into key roles, expanding the change we so value inside and outside our organization.

c) **Quality Control**
  i) **Operational Plan: Describe how Proposer ensures performance through adequate management, supervision, review and control.**

  Proctorio ensures performance through assigned Success Managers who act as the account managers for partner institutions. Suffolk County Community College's Success management will manage, supervise, review and control performance, and act as liaison between the College and Proctorio. Should issues arise, Suffolk's Success Manager will escalate issues to the appropriate parties at Proctorio.

  ii) **Record and Reporting Systems: Describe Proposer's system for self-monitoring and ensuring maintenance of complete and accurate records.**

  The College's assigned Success Team will be monitoring usage and ensuring maintenance of complete and accurate records. The Success Team will also be responsible for scheduling Quarterly Business Reviews to review usage and records collaboratively with the College.

  iii) **Operating Problems: Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.**

Proctorio has not experienced any operating problems within the past five years.

Proctorio's Quality Assurance team is dedicated to proactively overseeing the quality assurance management system and continuously improving our service, systems, and processes. The team includes a Quality Assurance Manager who oversees four Quality Assurance Engineers and Trainees who test the product each day to identify any bugs and test upcoming features.

d) **Financial Viability**

   i) **Financial Statements - For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.**

Proctorio will gladly provide the information requested above, following the issuance of an intent to award and/or a mutually signed NDA with SCCC.

   ii) **Indebtedness to County and/or College**

      (1) **Submit a statement as to indebtedness, if any, to the County and/or College.**

Proctorio is not indebted to any county or college.

      (2) **Submit a listing of all outstanding liens, if any, against Proposer.**

There are no outstanding liens against Proctorio.

   iii) **Liens and Litigation**

      (1) **Submit a summary of litigation, if any, against Proposer and its disposition.**

There is no ongoing litigation against Proctorio.

# III. TECHNICAL PROPOSAL

a. **Understanding of Service Requirements, Management Techniques and Approaches**

i. **How you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized under this Agreement.**

SCCC's designated support team will work with the college according to their specific use-case to determine the appropriate plan of action. Proctorio is limitlessly scalable, so the number of SCCC users has no bearing on the integration process.

The Proctorio team will assist SCCC administrators with the integration of Proctorio into the Brightspace LMS. Following the Proctorio integration, SCCC's support team will convene with administrators to create a training plan that conforms to the college's needs.

ii. **How the Service will be integrated into Brightspace**

Proctorio implementation is done at a global level via LTI, so no time-consuming integration is necessary. Proctorio offers a complete and seamless LTI integration with Brightspace and other learning management systems (LMS), and all necessary data and information is gathered from the integration. No additional account creation or registration is required.

To integrate Proctorio, the software generates a unique key for the URL instance of the institution's LMS. Integrating Proctorio with Brightspace takes no more than five minutes and can be done on an institution-wide basis or course-by-course level.

iii. **The process of live and automated student authentication**

Proctorio provides both automated and live authentication solutions:

1) **Automated ID Verification** – Requires students to hold their ID cards up to the webcam, and the image is displayed to exam administrators via the Proctorio Review Center. The software will

flag IDs for irregularities, which can later be reviewed by administrators.

2) **Live ID Verification** – Requires students to hold their ID cards up to the webcam, and is verified by a Proctorio customer support agent in real-time. Agents compare the information presented on the ID with the student's live image for authentication. Discrepancies are immediately addressed and students may be prevented from entering an exam without proper identification.

iv. **Define the live proctoring and automated proctoring options available to instructors**

1) **Automated Proctoring** – Provides a scalable, cost-effective solution for protecting academic integrity by scanning for potentially dishonest behaviors. Proctorio combines trained machine learning algorithms with behavioral, environmental, and technical abnormalities to flag exam attempts that warrant further review by the exam administrator. Instructors and exam administrators can easily customize this process according to their test security needs.
2) **Live Proctoring** – Allows students to take assessments on demand with one of Proctorio's live proctors. The system automatically connects a student with a live proctor, who will review an exam attempt for suspicious behaviors in real time.

v. **Clarify the turnaround time for incident report delivery**

After test takers successfully submit their exams, the exam administrator will be able to view the
results within the Proctorio Review Center within minutes. If institutions opt into premium Professional Review, Proctorio requires a few business days to review exam recordings, identify flags, and alert your institution.

vi. **Describe how the Service adheres to Section 508 accessibility requirements**

Proctorio's mission is to make secure exam administration accessible to all users, including users with disabilities or requiring accommodations. Proctorio provides a High Visibility Mode that can be activated during the exam pre-check process, and this feature is available to all Proctorio users.

Proctorio is committed to conforming to WCAG 2.0 AA standards of the World Wide Web Consortium (W3C), Revised Section 508 of the Rehabilitation Act, and EN 301 549 accessibility requirements. To ensure

compliance with these standards, Proctorio partners with Deque Systems to produce a set of independently tested & verified Voluntary Product Accessibility Templates (VPATs), which are publicly published on our accessibility page online.

vii.  **Describe the support services available to both students and instructors**

Proctorio offers set-up and continuous technical and general human support 24/7/365 via live chat and email. We are also the only remote proctoring company providing phone support to both test takers and exam administrators. Our Support is also proactive. If a user is experiencing an issue during the pre-check process or during the exam, a Support chat with the test taker will start automatically. Users can also initiate a Support chat by clicking on the extension's shield icon in the upper right-hand corner of their browser window, or via the In-Quiz Tools Widget before, during, or after the exam.

Alongside continuous human support, Proctorio also offers digital guides, videos, articles, and
other content to aid Suffolk County Community College in having the best possible experience
with Proctorio. We also offer the Proctorio Help Center equipped with 150+ high-quality articles and videos detailing troubleshooting steps and set-up instructions for every user.

Proctorio also offers the self-guided Proctorio Academy, which is web-based and accessible beyond the initial training dates. This is a step-by-step course for exam administrators on how to use Proctorio. It provides video tutorials, guides, demonstrations, and a discussion board for the Proctorio community to ask questions and correspond with other Proctorio users.

viii.  **Explain the cost-effectiveness of the Service at the different proctoring levels**

Although Proctorio offers live proctoring services at an additional cost, our automated proctoring services leverage technology, so our per user and per exam license models are far more cost-effective than many competitors. Proctorio's pricing includes no hidden fees, so SCCC will not be charged for services like software maintenance and support, newly-added enhancements, training (user training, technical support, and training materials), customization, data conversion and integration, and implementation.

ix.     **Submit a proposed schedule that will ensure an expeditious implementation following contract execution.**

Please find Proctorio's proposed timeline below. This tentative project schedule will identify resources, objectives, and progress through the initial phases of implementation:

1) **Agreement Executed**: The contract agreement is signed by both parties.
2) **Orientation Meeting**: Proctorio's designated account manager meets with SCCC to discuss implementation, onboarding, and training.
3) **Training & Onboarding**: Proctorio is successfully implemented and the institution has received the initial training.
4) **Initial Assessment**: The first assessment is administered by the institution; Proctorio is enabled on the assessment along with any corresponding add-ons and features.
5) **Review**: SCCC and Proctorio conduct a review meeting to examine the onboarding, training, implementation, and initial assessment. The team discusses any questions or concerns and determines the date of their next quarterly review.

x.      **Articulate the staffing and time resources required on the College side, both functional and technical, required to implement the training modules.**

The integration of Proctorio into the Brightspace LMS takes as little as five minutes and requires minimal support from SCCC staff; the college needs only one LMS administrator to coordinate with the Proctorio team. Training time and the number of staff required varies according to the college's needs, but Proctorio's system is user-friendly and easy to understand. SCCC might also like to designate a trainer(s) who Proctorio can train to become "experts" on the software and, in turn, can assist other faculty members and administrators.

xi.     **Demonstrate 3-5 years of experience in each of the requirements set forth in Section III - Scope of Work**

1.   **Phased Implementation:**

**The Consultant shall implement the system in phases to match the major functions of the system. The implementation shall be completed in the following sequence:**

a. **Implementation of Service in DLE**

   Proctorio seamlessly integrates with the Brightspace LMS via LTI. Implementation takes just 5-10 minutes.

b. **Creation of College-specific site within the proctoring service**

   Proctorio utilizes Single Sign-On, which allows test takers to enter Proctorio exams from directly within their Suffolk County Community College Brightspace account, using their existing login credentials. This eliminates the need to create an SCCC-specific site.

c. **Back-end administrator training**

   Suffolk County Community College will be assigned a Success Team who will provide training to back-end administrators at SCCC.

d. **CIP training**

   Suffolk County Community College's assigned Success Team will be responsible for providing CIP training.

e. **Online faculty training**

   Suffolk County Community College's assigned Success Team will provide online faculty training to SCCC faculty and exam administrators.

   Additionally, Proctorio offers Proctorio Academy, which is web-based and accessible beyond the initial training dates. This is a step-by-step course on how to use Proctorio for exam administrators. It provides video tutorials, guides, demonstrations, and a discussion board for the Proctorio community to ask questions and correspond with other Proctorio users.

f. **Knowledge Base for faculty and students**

   Proctorio's Help Center provides a knowledge base for exam administrators and test takers on
   how to use Proctorio. Our Help Center hosts all of our videos, "how-to" guides, and troubleshooting guides to assist both test takers and exam administrators. The Help Center can
   be easily accessed from within the platform before, during, or after an exam via the Proctorio
   extension's shield icon in the upper right-hand corner of a test taker's browser, or from the
   "In-Quiz Tools" widget. It can also be accessed from our Help Center Support page on our
   website at any time. Users need to be authenticated with Proctorio to be able to access the Help
   Center.

g. **Help Desk for students, faculty and administrators at the College to report system issues and have the Consultant resolve them**

   Proctorio provides 24/7/365 live chat, email, and phone support for students, faculty, and administrators, where they can report system issues. Faculty and administrators can also reach out to their Success Team, who will help resolve issues promptly.

h. **The College anticipates the full implementation to be expedited in a timely manner after the execution of the contract. The anticipated time frame for a fully-executed contract is April, 2023. The College and the Consultant will agree on a schedule to meet the anticipated timeline.**

   Proctorio is willing, capable, and staff-equipped to meet the implementation deadline of April 2023. Once selected as a vendor, Proctorio's contracting process typically takes 1-2 weeks.  The LTI integration with Brightspace is easy to administer and can be completed in just five minutes. Proctorio provides guidance and resources for training and recommends about one week to allow administrators and

staff to become fully familiar with the software for your specific use case.

2.  **Confidentiality and Security of Data**

    **The Consultant shall ensure that if, during the course of providing services to the College, the Consultant is provided access to confidential and security sensitive data, servers, and systems the information will remain confidential and secure, in accordance with all applicable laws, rules and regulations, as well as College policies and procedures.**

    **The Consultant shall execute confidentiality or nondisclosure agreements as required by the College.**

    **Services must be provided in accordance with applicable laws, rules, regulations, and professional standards for data and network security, as well as College policy. The Consultant and its representatives will be expected to work with the College's Office of Information Technology Services (ITS), and specifically with the Information Security Officer to ensure the College's data and network security needs are satisfied. The Consultant must review all College ITS policies and confirm it will adhere to these in their entirety. These policies can be found at: https://www.sunysuffolk.edu/information-technology-services/it-guidelines-procedures.jsp**

    **Should the Consultant cause a breach of College data or access to the College system, the Consultant shall assume full responsibility for all costs associated with remediation as required by law. Other required responses of the Consultant in connection with any such breach shall be detailed in the contract between the parties.**

    Proctorio ensures that if, during the course of providing services to Suffolk County Community College, Proctorio is provided access to confidential and security sensitive data, servers, and systems, the information will remain confidential and secure, in accordance with all applicable laws, rules and regulations, as well as SCCC policies and procedures.

    Proctorio agrees to execute confidentiality or nondisclosure agreements as required by Suffolk County Community College.

Proctorio agrees that services will be provided in accordance with applicable laws, rules,
regulations, and professional standards for data and network security, as well as Suffolk County Community College policy. Proctorio and its representatives agree to work with SCCC's Office of ITS, and specifically with the Information Security Officer to ensure that the College's data and network security needs are satisfied. Proctorio agrees to adhere to SCCC's IT policies in their entirety.

Should Proctorio have a breach of SCCC's data or access to the College's system, Proctorio will assume full responsibility for all costs associated with remediation required by law and/or the result of litigation brought against SCCC.

3. **Service Level Agreement (SLA)**

   **The Consultant shall submit an SLA to the College that provides detailed guarantees of minimum system performance, including but not limited to system up-time; bandwidth utilization; systems update scheduling; support/help desk availability; and support/help desk response time. The Consultant shall define the remediation that will be made to the College if it fails to meet the benchmarks established in the SLA.**

   Proctorio will adhere to the SLA that is live at the time of RFP (attached) and agreed upon by Suffolk County Community College which details the guarantees of minimum system performance including but not limited to system up-time; bandwidth utilization; systems update scheduling; support/help desk availability; and support/help desk response time. Proctorio shall adhere to the remediation set forth in the SLA that will be made to SCCC if it fails to meet the benchmarks established in the SLA.

4. **Basic Services – The following services are required:**

   a. **Immediately upon execution of a contract between the Consultant and the College, the Consultant shall provide the online proctoring service.**
      i. **The Consultant shall ensure that no one will have direct access (i.e., bypassing College authentication) to the system other than key College**

**Systems Administrators and Consultant employees who directly support the College.**

Proctorio was the first remote proctoring solution to employ end-to-end encryption, a layer of encryption that only allows institution-authorized representatives to decrypt and review exam images and recordings within the Proctorio Review Center.

Proctorio encrypts exam recordings and images in three layers in transit and at rest:

1. The end-to-end encryption layer is secured using AES-GCM.
2. Transmission into the datacenter is only over TLS 1.2 or 1.3 and, if the client supports it, we use Perfect Forward Secrecy (PFS).
3. Data at rest within the data center is encrypted using AES-256 and is FIPS 140-2 compliant. All data centers, backed by Microsoft Azure, are ISO 27001 certified, SOC 2 attested.

ii. **The Consultant shall provide the College with key contact information for systems support. This includes first level Help Desk support, as well as information on how to escalate issues to higher levels of management.**

Suffolk County Community College will be designated a Success Team as resources for ongoing support throughout the course of the contract. The College's Proctorio team will walk exam administrators through the implementation process and will be accessible during business hours, offering support and advice for any issues, concerns, or thoughts that may arise during the course of Suffolk's partnership with Proctorio. Suffolk will receive specific phone numbers and emails to get in immediate contact with their Success Team. The Success Team can also escalate any issues to the appropriate individuals, including higher-level management and engineers.

Along with continuous human support, Proctorio also offers digital guides, videos, articles, and other content to aid Suffolk County Community College in having the best possible experience while using Proctorio. We offer the Proctorio Help Center, which is equipped with 150+ high-quality articles and videos detailing troubleshooting steps and set-up instructions for every user.

iii. **The Consultant shall provide an Account Manager who will be responsible for guaranteeing that the Consultant provides all required**

**services in a professional and timely manner. In the event the Account Manager changes, the Consultant shall notify the College accordingly and provide the information for the new Account Manager in a timely manner.**

SCCC will be assigned a dedicated Support Team with a main point of contact for the institution's faculty and administrative staff. Your Proctorio team will work with key institution personnel and exam administrators to maximize the use and effectiveness of Proctorio. Proctorio agrees to notify SCCC in the event they are assigned new Support Team members.

iv. **The Consultant shall not use the College system in any marketing materials or for purposes of sales, demonstrations, presentations, training, etc. with any third party without the prior, written consent of the College General Counsel or designee.**

Proctorio agrees that we shall not use the College system in any marketing materials or for the purpose of sales, demonstrations, presentations, training, etc., with any third party without the prior, written consent of the College General Counsel.

b. **The Consultant shall provide training to College staff as follows:**
   i. **Systems Administration training that assures College staff can configure and maintain the online proctoring service within Brightspace.**

SCCC's designated Support Team will offer ongoing training in systems administration to ensure college staff feel comfortable using Proctorio. In addition to the continued assistance of SCCC's Proctorio team, we offer Proctorio Academy and the Zendesk Help Center as self-guided support. These resources provide helpful guides, FAQs, detailed training videos, and other materials useful for systems administration training.

   ii. **Train-the-Trainer instruction so that CIP staff can conduct end-user training with the College community. The Consultant shall provide electronic copies of training materials that the College can customize and distribute freely to the College community.**

SCCC's designated Proctorio support team will lead training sessions for a selected group of individuals from the institutions. These individuals will become experts on using Proctorio and can then offer training ("train-the-trainer" instruction) and assistance to other staff at SCCC. All administrators and staff will also have continued access to their support team, who can assist with technical and/or onboarding issues and

questions at any time. Proctorio agrees to provide electronic copies of training materials that Suffolk County Community College can customize and distribute to the SCCC community.

iii. **The modes of training provided may include, but not be limited to classroom-based training, documentation and manuals, access to online training resources, as well as conference calls.**

Proctorio provides a variety of training options, all free of charge. Resources provided for the duration of the contract include classroom-based training, documentation and training manuals (for example, the Zendesk help center, which includes resources for students, faculty, and administrators) online training (via Proctorio Academy), continuous assistance from the institution's account manager, and technical support.

c. **The Consultant shall provide technical support for the College during the implementation of the system.**
   i. **Support shall be reachable by phone, email and online ticket submission on a 24/7/365 basis.**

In addition to the continued support of a Proctorio account manager, SCCC administrators will have access to 24/7/365 live chat, email, and phone support, along with access to Proctorio's Help Center and Proctorio Academy.

Proctorio's Help Center contains over 150 high-quality instructional videos, step-by-step guides with screenshots, and documentation—covering all of Proctorio's components and features. All help center videos are available with human-generated subtitles/closed captioning.

Proctorio Academy is web-based and accessible beyond the initial training and implementation dates. A step-by-step course on how to use Proctorio for exam administrators, Proctorio Academy provides video tutorials, guides, demonstrations, and a discussion board for the Proctorio community to ask questions and correspond with other users.

   ii. **Support must resolve issues in a timely manner as defined in the SLA.**

Proctorio Support exceeds the resolution times articulated in our SLA and maintains a live chat response time of approximately 12 seconds.

d. **The Consultant shall provide ongoing maintenance and support of the system. This shall include:**

    **i.**    **A published schedule of regular maintenance that will cause system downtime.**

            Proctorio does not require downtime for maintenance and has historically maintained an uptime of greater than 99.995%. Software updates and maintenance are done on Friday nights and cause no service interruptions.

    **ii.**    **Installation and configuration of software updates and patches.**

            Proctorio is automatically updated on Friday nights and conducts regular vulnerability and penetrability tests to find and address security needs promptly.

    **iii.**    **Advance documentation on software updates and patches that includes specific information on any new or changed system operations and impact on Systems Administrators and end-users.**

            Proctorio does regular releases which can be monitored on our public changelog (accessed at https://changes.proctorio.com/).

    **iv.**    **Appropriate security updates to ensure system integrity.**

            Proctorio conducts automatic security updates regularly to ensure system integrity. The software also goes through daily vulnerability and penetration tests to assess the strength of our systems against a potential attack.

    **v.**    **A documented procedure for emergency updates to the system, including how the College will be informed. Training, as needed, to keep College staff up to date with changes to the system.**

            Software updates and maintenance will be done on Friday nights without interruptions in service. In the event of emergency updates, a member from Suffolk County Community College's Success Team will escalate the issue to the appropriate Proctorio team. Proctorio will exercise reasonable efforts to source and remedy the issue as quickly as possible. In the meantime, SCCC's designated Proctorio team will be in constant communication around next steps and process updates.

e. **End-User Training**
    **i.**    **The Consultant shall develop customized training materials, inclusive of documents, videos and presentations for end-users based on the actual College implementation.**

Proctorio will provide a custom implementation, on-boarding, and training program tailored to SCCC to ensure a successful roll-out. SCCC's Support Team will conduct on-site training, webinars, and use-case training, as requested by the College. Proctorio agrees to share existing training materials and develop customized training materials, including documents, videos and presentations for end-users based on SCCC's actual implementation as needed. Users also have access to 150+ high-quality articles and videos via the Proctorio Help Center, detailing LMS-specific troubleshooting steps and set-up instructions.

a) **Topics should include the following, but are not limited to:**

1) **Minimum technology requirements for compatible computing devices, such as: Operating System, Web Browser, Camera, etc.** Proctorio will include this information in any training or onboarding materials offered to SCCC during the college's contract with Proctorio. Additional information is also available on the "Support" page of Proctorio's website.

2) **Step by step instructions for faculty on how to set up an exam in DLE** Proctorio will include this information in any training or onboarding materials offered to SCCC during the college's contract with Proctorio. Step-by-step instructions for faculty are also available via Proctorio Academy, and faculty can contact SCCC's designated account manager for additional or specialized assistance.

3) **Step by step instructions for students on how to take an exam** Proctorio will include this information in any training or onboarding materials offered to SCCC during the college's contract with Proctorio. Step-by-step instructions for students can be accessed via Proctorio's Zendesk Help Center, which includes over 150 helpful articles for students, faculty, and administrators.

4) **How to get technical support in the event the proctoring of an exam is not working as expected.** Proctorio will include this information in any training or onboarding materials offered to SCCC during the college's contract with Proctorio. With the Proctorio extension downloaded, students, faculty, and administrators can access 24/7/365 live chat support from the Proctorio website. Students can also start a live chat

during their exam directly from their exam page. 24/7/365 phone and email support are also available to all Proctorio users.

ii.    **The Consultant shall provide training sessions for College staff in the administration of the system, as well as how to build and manage exams. Modalities of training the College may request are:**

a.    **On-site classroom training**
Proctorio provides a variety of training options—all free of charge—including on-site classroom training.

b.    **Live online courses**
Proctorio provides a variety of training options—all free of charge—including training via live online courses.

c.    **Recordings of prior live courses**
Proctorio provides a variety of training options—all free of charge—including previous recordings of prior live courses.

d.    **Training manuals**
Proctorio provides a variety of training options—all free of charge—including training manuals like Help Center articles for students and faculty or Proctorio Academy for college administrators and staff.

xii.    **Describe the level of continual two-way communication you will maintain with College administrators.**

The Proctorio Success Team will remain involved throughout SCCC's implementation process and beyond to ensure the college's administrators have ongoing support beyond the 24/7/365 technical support offered via the Help Desk.

xiii.    **Discuss any specific or special qualifications.**

Proctorio is an industry leader in privacy protection, using end-to-end encryption to facilitate user privacy and data security. This secure method of data transmission encrypts all data that leaves a test taker's computer and ensures that only authorized university administrators or faculty members can decrypt student information. Proctorio's unique design prevents third parties (including Proctorio) from seeing test-taker data, so

only students and authorized representatives from the university can access exam recordings.

Proctorio goes through daily vulnerability and penetration tests to assess the strength of our systems against a potential attack and enlists HackerOne to examine our software for vulnerabilities. Proctorio also creates VPATs and partners with external auditors like Deque Solutions to confirm our software's accessibility. Proctorio's audited certifications, including SOC 2 Types 1 and 2, ISO 27001, and ISO 27018, further prove the strength of our data security. Combined, these certifications and strategies for privacy and data protection create software universities—and their students—can trust.

xiv. **Provide a Service Level Agreement (SLA) and clearly define service level terms as per the requirements set forth in Section III – Scope of Work, paragraph 3.**

Proctorio's Service Level Agreement is attached. This includes important information about around-the-clock support, the maximum length of downtime, upgrade intervals, and much more.

xv. **Additional Features - Describe any additional features of your system available.**

For an additional cost, Proctorio offers a Professional Review service, where agents analyze exam recordings and deliver a detailed suspicion report in as few as 24 hours. Another additional feature is Proctorio's Live ID Verification service, where a Proctorio representative compares the student's name and webcam image to their photo ID—in real time—for human verification of the student's identity.

xvi. **Training and Support - Describe any training and support available to assist the administrators of the system at the College.**

Proctorio will provide a custom implementation, onboarding, and training program tailored to SCCC to ensure a successful roll-out. SCCC will be assigned an account manager and trainer, who can conduct on-site, webinar, and/or use-case training, and will provide tailored recommendations for exam setup for SCCC's staff. SCCC's account manager will continue to provide ongoing training and support throughout the contract.

Proctorio also provides self-guided tools, including Proctorio Academy, a step-by-step course on how to use Proctorio for exam administrators. The Help Center includes training guides, videos, and articles to assist with specific issues and setup questions.

b. **Understanding of the System Requirements and Submission of VPAT** –
   i. **Proposers are to submit a completed VPAT with properly documented exceptions, if any, as well as a roadmap for compliance in accordance with Section 508 of the Rehabilitation Act of 1974 and subsequent updated requirements.** **More information on the VPAT as well as a template can be found here: https://www.section508.gov/sell/vpat**

   See Proctorio's 2022 VPATs (attached).

   ii. **Proposer shall demonstrate that all portal interfaces meets ADA Compliant  Guidelines as described in Section I – Administrative Information, Item 2 – Background Information.**

   Since 2015, Proctorio has partnered with Deque Systems, a top accessibility firm specializing in user accessibility and compliance, to produce a Voluntary Product Accessibility Template (VPAT) every year (see attached 2022 VPATs). These VPATs validate that Proctorio's portal interfaces meet ADA Compliant Guidelines as described in Section I - Administrative Information, Sub-section 11 RFP Policies and Procedures.

c. **Information Security Assessment Tool for Cloud-Hosted Services** **– The College requires Proposers that provide cloud-hosted services to complete a full Higher Education Cloud Vendor Assessment Tool (HECVAT). Proposers including a cloud-hosted solution shall complete and submit with their proposal, the HECVAT Full Version which can be accessed through the following link: https://www.ren-isac.net/public-resources/hecvat.html**

   See Proctorio's 2021 HECVAT (attached).

d. **Anticipated Issues and Resolutions** **– Describe anticipated issues that your Proposer may encounter when performing the services required in this RFP and identify proposed solutions.**

   Proctorio rarely experiences technical issues and has had just seven minutes of downtime in nearly ten years of remote proctoring services. Although we do not anticipate issues based on the items in this RFP, we have previously experienced challenges with some errors. For example, a client noticed recently that the LTI tool was hidden in a course. With the assistance of Proctorio's Tier II Support

Specialists, the problem was easily resolved by making the LTI and its module visible.

Users with Lenovo devices have sometimes come across issues during the pre-check process while testing their webcam. Lenovo computers come with software that allows the camera to be placed in "Privacy Mode," which affects the camera permissions required for video recording during an exam. The issue is resolved easily by adjusting the computer's settings to disable "Privacy Mode."

Both of these issues are examples of user error that are quickly resolved with the assistance of our support team, which is available 24/7/265 for instructors, students, and administrators.

# V. COST PROPOSAL

a. **Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:**

    i. **All fees associated with providing services identified under Section III – Scope of Services in the RFP documents.**

    None of the services identified in the Section III (Scope of Services) portion of this document incur additional costs or fees.

    ii. **Any supplementary services beyond the scope of the RFP defined in this document that may available to the College on an elective basis.**

    Proctorio offers several supplementary services, including Live ID Verification and Professional Review. Pricing information for Live ID Verification and Professional Review is listed below

    Note: Additional services sometimes require a secondary, or even tertiary installation. This does not carry extra cost (Proctorio does not charge for implementation, no matter how many are being done), but each installation must be separated by course, and cannot overlap. For example - if Suffolk Community College chooses to use the Per-exam: Automated service for general use, but on one course would like to implement Live ID Verification, a second implementation will be required to be installed on that course.

    Installations are done via the LTI installation tool in Canvas. A code pair called a 'Key and Secret,' provided by Proctorio, is placed in the appropriate fields within this tool. This is a simple process that takes just a few minutes and is typically handled by a Canvas administrator.

## Proposed Pricing Format - Per Exam: Live ID Verification

For Proctorio's Live ID Verification (per exam) service, we propose an additional cost of $3 per exam. Proctorio's Live ID Verification acts as a gatekeeper and is completed prior to the beginning of the exam. A Proctorio representative will compare the student's name and webcam

image to their photo ID–in real time–for human verification of the student's identity. This prevents students who do not pass the ID Verification process from accessing exam material.

| | |
|---|---|
| **Suffolk County Community College** | **Additional $3 per exam** |

## Proposed Pricing Format - Per Exam: Professional Review

For Proctorio's Professional Review service, we propose an additional cost of $10 per exam.  With Professional Review, exam results are reviewed by Proctorio agents. These professional reviewers undergo extensive internal training and may only conduct reviews after passing an internal testing and certification process. Proctorio experts are available to analyze exam recordings for instances of academic dishonesty, and we deliver detailed reporting within 48 or 72 hours, according to your needs.

| | |
|---|---|
| **Suffolk County Community College** | **Additional $10 per exam** |

iii. **Pricing shall be proposed and applicable to the entire term of the Agreement.**

The cost of services will remain the same throughout SCCC's contract with Proctorio.

iv. **Pricing shall include a payment structure/schedule.**

Proctorio's payment structure is explained below and varies by service or solution.

b. **Basic Services**

i. **For software/application licensing, provide the acquisition cost (i.e., initial purchase price) as well as the cost for ongoing licensing for the entire system. If components of the application have individual pricing, provide an itemized schedule of fees that includes a total charge for the entire system. Define the license period(s) and the billing schedule(s.)**

The acquisition purchase price and the cost for annual licensing is provided below. Proctorio's standard payment terms are on a NET 30 billing schedule.

## Proposed Pricing Format - Per User: Automated

For Proctorio's Automated Proctoring service (per user), we propose a single cost per student (per user) of $8-12 per year. This single cost-per-user pricing format includes unlimited automated proctoring and assessments, plus lockdown and ID verification options across all the user's courses in Brightspace. User licenses are billed in advance for the year.

Proctorio never charges setup, training, support, or implementation fees. Any newly developed features and enhancements to this package will be available for SCCC at no additional cost. The $8-10 per user per year is discounted from $40 per user per year.

| | |
|---|---|
| Automated Secure Exam Proctor (Standard) | $30 per user per year |
| **Suffolk County Community College (Discounted)** | **$12 per user per year (1-5000 users)**<br>**$10 per user per year (5001 - 10,000 users)**<br>**$8 per user per year (10,001 + users)**<br>**$7 per user per year (FTE)** |

## Proposed Pricing Format - Per Exam: Automated

For Proctorio's Automated Proctoring service (per exam), we propose a cost of $4 per exam. Proctorio never charges setup, training, support, or implementation fees. Any newly developed features and enhancements to this package will be available for SCCC at no additional cost. Exam charges are invoiced monthly in arrears based on the number of proctored exams taken.

| | |
|---|---|
| **Suffolk County Community College** | **$4 per exam** |

## Proposed Pricing Format - Per Exam: Unscheduled Live

For Proctorio's Unscheduled Live Proctoring service, we propose a cost of $25 per exam. Proctorio never charges for individual cost elements such as underlying hourly rates and estimated hours, one-time fees, or recurring fees. Students never have to schedule a Live Exam with Proctorio and can have unlimited attempts for an exam. This service is a continuously monitored live exam, and this cost includes onboarding and implementation, proactive 24/7/365 support, and immediate proctoring results.

1. No scheduling is required. Test takers can take exams whenever they want within the designated test window set by the instructor.

2. No extra fees. No late fees, take-it-now fees, peak hour fees, holiday fees, etc.
3. Unlimited attempts for the same exam. Retests are included (2 attempts, 3 attempts, etc.)
4. Any length of exam at no extra cost (1 hour, 2 hours, 8 hours, etc.)
5. Continuously monitored throughout the entire exam session.

| Suffolk County Community College | $25 per exam |
|---|---|

## Additional Pricing Information

Proctorio does not provide a "per instructor" model—administrators, instructors, and teaching assistants are included at no additional cost.

The above pricing is inclusive of any fees regarding initial cost of software, software maintenance and support, training costs (user training and technical support), implementation costs, data conversion and integration, training, documentation and training materials, costs for additional professional services, customization, or consulting/other value-added services.

ii. **For Application Hosting services, provide the cost of service. If services have sub-components, provide an itemized schedule of fees that includes a total charge for the hosting. Define the license period(s) and the billing schedule(s).**

The cost of Application Hosting services is included within the provided pricing.

iii. **For training services, identify separately, the cost to provide a live on-site training session, the cost to provide a live webinar training session, and the cost to provide a recorded webinar training session. Identify whether the cost varies by type of participant and/or class size, and if so, how. If such services are included in the cost for services identified under the "Basic Services" sections in Section III – Scope of Services in the RFP documents, please indicate the same.**

Proctorio may request for the College to cover travel and lodging costs associated with conducting live, on-site training sessions. There is no additional cost for virtual training as this type of training is included in the cost of service. The pricing does not vary based on type of participant and/or class size. Proctorio is happy to provide as many training sessions as needed throughout the course of the contract to ensure efficient usage.

      iv.     **For support and ongoing maintenance (i.e. software updates, patches, Help Desk support, etc.) of the system, identify what is included in the cost and whether the cost is a lump sum fee, hourly or periodic fee. If such services are included in the cost for services identified under the "Basic Services" sections in Section III – Scope of Services in the RFP documents, please indicate the same.**

Ongoing support and maintenance are included with all of Proctorio's services, and no additional fee is charged. Support for Proctorio's partners includes client success support with an account manager, Tier 2 faculty and administrator support, and Tier 1 technical support for students, faculty, and administrators (24/7/365 live chat, phone, and email support).

# Service Level Agreement (SLA)

Proctorio's SLA provides clear uptime expectations, articulated resolution response times, as well as remedies available should Proctorio ever fall below expectations. Historically, Proctorio has maintained an uptime of greater than 99.991%, as seen publicly at: https://proctoriostatus.com.

Last modified October 29, 2021

**Service Level Performance Standards**

Proctorio ("**Company**") and the Customer on the corresponding Software-as-a-Service Agreement ("**SaaS Agreement**") agree to abide by these Service Level Performance Standards ("**Standards**") which hereby incorporate Privacy Policy and SaaS Agreement.

Proctorio GmbH ("**Company**") and the Customer on the corresponding Software-as-a-Service Agreement ("**SaaS Agreement**") agree to abide by these Service Level Performance Standards ("**Standards**") which hereby incorporate Privacy Policy and SaaS Agreement.

These Standards are meant to further explain the terms and services provided in the SaaS Agreement, and thus, only apply if the Customer has entered into a SaaS Agreement with the Company. To the extent there are any inconsistencies between the Standards and the SaaS Agreement, the SaaS Agreement shall prevail. These Standards shall terminate upon the termination of the SaaS Agreement.

## 1. Definitions

The following terms in these Standards, unless otherwise defined in the SaaS Agreement shall mean:

**"System Uptime"** – the total amount of time during any calendar month, measured in the minutes, during which the Customer has the ability to access the features and functions of the Application Service as herein contemplated.

**Standard process to avoid Downtimes:**

The Company does not normally use Scheduled Downtimes, but instead performs region upgrades, using the pair region to route DNS traffic until all or nearly all the to be upgraded pair region traffic has stopped. Once the upgrade is complete in the upgrade pair, the traffic manager slowly shifts traffic back to the upgraded region. Once the automated tests have confirmed stability, the traffic manager will slowly take the other region offline and do the same. This entire process will take seventy-two (72) hours and will not result in any downtime for users. If a change is required in a Scheduled Downtime phase, it will be implemented at the times described below.

**"Scheduled Downtime"** – Normally upgrades do not result in any downtime. However in rare cases The Company might have to utilize scheduled downtime to perform certain upgrades. Scheduled downtime is the total amount of time during the calendar month, measured in minutes, during which the Customer is not able to access the Applied Service, as hosted by Company, due to planned system maintenance performed by Company, as set forth below based on the location of your institution:

For Institutions based in the U.S., Canada, and locations outside of the European Union, Company will exercise reasonable efforts to perform scheduled system maintenance between the hours of 06:00 and 15:00 UTC.

For Institutions based in the European Union, the Company will exercise reasonable efforts to perform scheduled system maintenance between the hours of 07:00 and 16:00 CET.

Company reserves the right to change the aggregated times set forth below, provided that Company provides at least 48 hours notice before modifying such Scheduled Downtimes.

Company does not normally utilize Scheduled Downtimes. Scheduled Downtime will occur no more than once per calendar month. The purpose of Scheduled Downtime is General System Maintenance. The Maximum Duration of Scheduled Downtime is 2 hours.

**"Unscheduled Downtime"** – the total amount of time, during any calendar month, measured in minutes, during which the Customer is not able to access the features and functions of the Application Service as contemplated in these Standards, other than Scheduled Downtime.

**"System Availability"** – with respect to any particular calendar month, the ratio obtained by subtracting Scheduled and Unscheduled Downtime during such month from the total time during

such month (which includes all minutes in the relevant calendar month, if they are included with these Standards) and thereafter dividing the difference so obtained by the total time such month.

## 2. Customer Requirements

**Minimum System** – These Standards are only applicable if the Customer and its Authorized End Users, as applicable, meet the minimum system standards as set forth on **https://proctorio.com/support/requirements**, which the Company may update with written notice to the Customer.

**Additional Customer Obligations** – Customer is responsible for maintenance and management of its computer network(s), servers, software, and maintenance and management of related equipment or services. Customer is responsible for correctly configuring its systems according to the Company's instructions, if provided, to ensure access to the features and functions of the Application Service. To allow Company to monitor Customer's assessment platform (or other applicable platform accessing the Application Service) for system performance pursuant to Section 3.1 (iv), Customer must also provide Company with the ability to perform testing from IP address here and here at regular intervals using a user agent of:

**Proctorio-Uptime-Bot/1.0 (+https://proctorio.com/tos)**

**Reporting of Unscheduled Downtime** – Customers must promptly notify the Company if Unscheduled Downtime occurs. Unscheduled Downtime begins on the earlier of when Company received accurate notification from the Customer or when Company first becomes aware of it.

"**Customer's Non-Performance**" – Company's obligations in these Standards will be excused if any failures result in whole or in part from the Customer's or its End Users' failure(s) to meet their obligations.

## 3. Performance

**System Availability** – Company will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.7% during each calendar month (the "**Service Standard**"), provided that any Unscheduled Downtime occurring as a result of (i) the Customer's breach of any provision of these Standards; (ii) non-compliance by the Customer with any provision of these Standards; (iii) incompatibility of the Customer's or Authorized End User's equipment or software with the Application Service; (iv) performance of the Customer's systems or the internet; (v) modifications or updates by third-party manufactures / licensors to systems or software that interact with the Application Service; (vi) a Service Suspension, or (vii) force majeure, as defined in the SaaS Agreement, shall not be considered toward any reduction in System Availability measurements.

**Bandwidth Availability** – Company monitors the aggregate packet loss and transmission latency within its LAN and WAN. Company does not monitor the packet loss or transmission latency of specific customers. After discovering or being notified by the Customer of packet loss in excess of one half percent (0.5%), Company will use commercially reasonable efforts to determine the source of such excess packet loss or latency and to correct such problem to the extent that the source of the problem is on the Company Network.

**Access to Support**; **Response Times** – The Customer may report Unscheduled Downtime at any time ("**24x7x365**") by contacting the Company:

via the support website: https://proctorio.com/support or via email: support@proctorio.com

Company will exercise commercially reasonable efforts to initiate remedial activity based on the below listed severity levels:

**Priority 1 (Emergency):** Services are inoperable or a core function of the Hosted Services is unavailable.

A disruption of service within the scope of the given contract that prevents continuation of Customer business productivity or operations. A workaround solution does not exist.

**Priority 2 (Critical):** A core function of the Hosted Services is significantly impaired.

Issue has made an important application function or environment unusable and there is significant impact to Customer business productivity or operations. A work around solution does not exist.

**Priority 3 (Serious):** A core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Hosted Services is significantly impaired.

Issue has diminished the functionality of a critical or important application function or environment, but the application or environment is still usable and there is limited impact to Customer business productivity or operations.

**Priority 4 (Minor):** Any impairment of the Hosted Services not falling into the above categories; and any cosmetic issue affecting the Hosted Services.

Issue has diminished the functionality or performance of a Supported Application or Supported Environment, but there is nearly no impact to Customer business productivity or operations.

Please note that the below workaround and problem solving time frames may change as the updates may be dependent on the application publishing or a third party.

| Level | Received confirmation | Qualified answer | Problem solved / workaround implementation |
|---|---|---|---|
| Emergency | 15 minutes | 30 minutes | 6 hours |
| Critical | 15 minutes | 60 minutes | 8 hours |
| Serious | 15 minutes | 120 minutes | 5 working days |
| Minor | 15 minutes | 240 minutes | next upgrade / release |

**Service Suspension** – Company may temporarily suspend the Customer's and any Authorized End User's access to any portion of, or all of the Application IP if (i) Company reasonably determines that, through any automated, manual, active or passive technology application (a) there is a threat or attack on any of the Application IP; (b) the Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any of Company's customers or vendors; (c) the Customer or any Authorized End User(s) is/are using the Application IP for illegal activities; (d) subject to applicable law, the Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (e) applicable law prohibits Company's provision of the Application Service to the Customer or any Authorized End User; or (f) Company's vendor has suspended or terminated Company's access to or use of any third-party services or products required for the Customer to access the Application IP (each such suspension, in a "**Service Suspension**"). Company will make commercially reasonable efforts, including emailing notices to Customer's Company-registered email address, to provide the Customer notice of any Service Suspension and to provide access to updates following any Service Suspension. Company will

use commercially reasonable efforts to provide access to the Application Service as soon as reasonably possible after curing the Service Suspension.

## 4. System Monitoring

Company has network monitoring software and other related software tools.

## 5. Measurement and Reports

Company will provide monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term, as set forth in the applicable SaaS Agreement: https://proctoriostatus.com

## 6. Remedies

**Credit Against Fees** - In the event Unscheduled Downtime occurs, the Customer will be entitled to credits against its subsequent payment obligations (as set forth in these Standards) according to the following: The network of computers will have a guaranteed aggregate average uptime of 99.7% over the course of three (3) months. This does not include Scheduled Downtime for maintenance on servers, which will be minimal, and necessary. This also does not include mass-network problems such as major backbone problems. For every one percent (1%) of Unscheduled Downtime below the Service Standard that Company experiences during a calendar month, a credit of five percent (5%) of 1/12th of the Customer's annual Fees paid by the Customer will be credited to the Customer's account, up to a maximum of fifty percent (50%) of 1/12th of the applicable annual Fees paid by the Customer. The Customer must submit full documentation via e-mail to the Company with the credit request. Documentation must show details of proof of downtime. These can be in any manner including pings, trace routes, and third-party outage notifications for the past three (3) months. **E-mails without full details are not liable for a credit.**

The Customer's rights under this Section 6 are the Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by the Company to meet the Service Standard required by Section 3.

## 7. Changes

The Company may change these Standards from time to time. To ensure you are aware of all updates, please check these Standards periodically for updates on https://github.com/proctorio/policies.

> v.     **For support and ongoing maintenance (i.e. software updates, patches, Help Desk support, etc.) of the system, identify what is included in the cost and whether the cost is a lump sum fee, hourly or periodic fee. If such services are included in the cost for services identified under the "Basic Services" sections in Section III – Scope of Services in the RFP documents, please indicate the same.**

Ongoing support and maintenance are included with all of Proctorio's services, and no additional fee is charged. Support for Proctorio's partners includes client success support with an account manager, Tier 2 faculty and administrator support, and Tier 1 technical support for students, faculty, and administrators (24/7/365 live chat, phone, and email support).

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"**Customer's Non-Performance**" – Company's obligations in these Standards will be excused if any failures result in whole or in part from the Customer's or its End Users' failure(s) to meet their obligations.

## 3. Performance

**System Availability** – Company will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.7% during each calendar month (the "**Service Standard**"), provided that any Unscheduled Downtime occurring as a result of (i) the Customer's breach of any provision of these Standards; (ii) non-compliance by the Customer with any provision of these Standards; (iii) incompatibility of the Customer's or Authorized End User's

equipment or software with the Application Service; (iv) performance of the Customer's systems or the internet; (v) modifications or updates by third-party manufactures / licensors to systems or software that interact with the Application Service; (vi) a Service Suspension, or (vii) force majeure, as defined in the SaaS Agreement, shall not be considered toward any reduction in System Availability measurements.

**Bandwidth Availability** – Company monitors the aggregate packet loss and transmission latency within its LAN and WAN. Company does not monitor the packet loss or transmission latency of specific customers. After discovering or being notified by the Customer of packet loss in excess of one half percent (0.5%), Company will use commercially reasonable efforts to determine the source of such excess packet loss or latency and to correct such problem to the extent that the source of the problem is on the Company Network.

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via the support website: https://proctorio.com/support or via email: support@proctorio.com

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**Priority 1 (Emergency):** Services are inoperable or a core function of the Hosted Services is unavailable.

A disruption of service within the scope of the given contract that prevents continuation of Customer business productivity or operations. A workaround solution does not exist.

**Priority 2 (Critical):** A core function of the Hosted Services is significantly impaired.

Issue has made an important application function or environment unusable and there is significant impact to Customer business productivity or operations. A work around solution does not exist.

**Priority 3 (Serious):** A core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Hosted Services is significantly impaired.

Issue has diminished the functionality of a critical or important application function or environment, but the application or environment is still usable and there is limited impact to Customer business productivity or operations.

**Priority 4 (Minor):** Any impairment of the Hosted Services not falling into the above categories; and any cosmetic issue affecting the Hosted Services.

Issue has diminished the functionality or performance of a Supported Application or Supported Environment, but there is nearly no impact to Customer business productivity or operations.

Please note that the below workaround and problem solving time frames may change as the updates may be dependent on the application publishing or a third party.

| Level | Received confirmation | Qualified answer | Problem solved / workaround implementation |
|---|---|---|---|
| Emergency | 15 minutes | 30 minutes | 6 hours |
| Critical | 15 minutes | 60 minutes | 8 hours |
| Serious | 15 minutes | 120 minutes | 5 working days |
| Minor | 15 minutes | 240 minutes | next upgrade / release |

**Service Suspension** – Company may temporarily suspend the Customer's and any Authorized End User's access to any portion of, or all of the Application IP if (i) Company reasonably determines that, through any automated, manual, active or passive technology application (a) there is a threat or attack on any of the Application IP; (b) the Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any of Company's customers or vendors; (c) the Customer or any Authorized End User(s) is/are using the Application IP for illegal activities; (d) subject to applicable law, the Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (e) applicable law prohibits Company's provision of the Application Service to the Customer or any Authorized End User; or (f) Company's vendor has

suspended or terminated Company's access to or use of any third-party services or products required for the Customer to access the Application IP (each such suspension, in a "**Service Suspension**"). Company will make commercially reasonable efforts, including emailing notices to Customer's Company-registered email address, to provide the Customer notice of any Service Suspension and to provide access to updates following any Service Suspension. Company will use commercially reasonable efforts to provide access to the Application Service as soon as reasonably possible after curing the Service Suspension.

## 4. System Monitoring

Company has network monitoring software and other related software tools.

## 5. Measurement and Reports

Company will provide monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term, as set forth in the applicable SaaS Agreement: https://proctoriostatus.com

## 6. Remedies

**Credit Against Fees** - In the event Unscheduled Downtime occurs, the Customer will be entitled to credits against its subsequent payment obligations (as set forth in these Standards) according to the following: The network of computers will have a guaranteed aggregate average uptime of 99.7% over the course of three (3) months. This does not include Scheduled Downtime for maintenance on servers, which will be minimal, and necessary. This also does not include mass-network problems such as major backbone problems. For every one percent (1%) of Unscheduled Downtime below the Service Standard that Company experiences during a calendar month, a credit of five percent (5%) of 1/12th of the Customer's annual Fees paid by the Customer will be credited to the Customer's account, up to a maximum of fifty percent (50%) of 1/12th of the applicable annual Fees paid by the Customer. The Customer must submit full documentation via e-mail to the Company with the credit request. Documentation must show details of proof of downtime. These can be in any manner including pings, trace routes, and third-party outage notifications for the past three (3) months. **E-mails without full details are not liable for a credit.**

The Customer's rights under this Section 6 are the Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by the Company to meet the Service Standard required by Section 3.

## 7. Changes

The Company may change these Standards from time to time. To ensure you are aware of all updates, please check these Standards periodically for updates on https://github.com/proctorio/policies.

# Suffolk
## COUNTY COMMUNITY COLLEGE

**ADDENDUM NO. 1**
**REQUEST FOR PROPOSAL NO. R23-001**
**ONLINE PROCTORING SERVICES**

January 20, 2023

**Attention to Proposers:**

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this two (2) page cover letter which provides a correction to the method of proposal submission and the number of references required.

---

PROPOSERS PLEASE NOTE:

- Please disregard the sentence on the cover page which states, "Proposals must be submitted in a sealed envelope with the RFP number, services, due date and time clearly identified." Please note that proposals must be submitted electronically, in accordance with Section I – Administrative Information, 10. Proposal Submission, a. Number of Copies

- The College requires proposers to submit six (6) references, in accordance with the last bullet on page 3 of 23 under Section I-Administrative Information, 1. Purpose of RFP, which states that:

  o A minimum of six (6) references must be provided. All references must come from institutions using D2L/Brightspace. Such references must include two or more teaching faculty members using the proposed solution; two technical support personnel; and two administrators who directly manage their institution's distance learning program and digital learning environment.

The mention of three (3) references reflected on page 15 of 23 under Section II-Award Criteria, 1. General Qualifications, b. Expertise of Proposer and all Sub-Consultants, including Qualifications and Experience of Personnel, ii. References, was an oversight and is hereby amended as follows:

ii.  **References:** References <u>must be provided.</u> **This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for both the Prime Consultant and any sub-consultant/sub-consultant firm.**

Proposer must submit a list of at least six (6) representative clients **in higher education**, including any other public entities/community colleges, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:
  o  A detailed description of the scope;
  o  Client/company name;
  o  Name, title, and role of reference;
  o  Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. <u>Proposers should check the references they submit to ensure that each reference and the associated contact information is current.</u>

**Suffolk**
COUNTY COMMUNITY COLLEGE

### ADDENDUM NO. 1
### REQUEST FOR PROPOSAL NO. R23-001
### ONLINE PROCTORING SERVICES

January 20, 2023

The proposal submission due date and time of **February 2, 2023 no later than 12:00 PM**, remains unchanged.

All other terms and conditions of the RFP remain unchanged.
A copy of this addendum must be signed by the proposer and attached to the proposal response.

**Prior to submission of your proposal, please check the Bid Net website to confirm receipt of all Addenda that may have been issued under the RFP.**

*Beatriz Castano*

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Proctorio Inc
Firm Name

By (Sign in ink)

Justin Depuydt
Print Name

Strategic Partnership Manager
Title

1/1/2023
Date

# Suffolk
## COUNTY COMMUNITY COLLEGE

### ADDENDUM NO. 2
### REQUEST FOR PROPOSAL NO. R23-001
### ONLINE PROCTORING SERVICES

January 30, 2023

**Attention to Proposers:**

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this two (2) page cover letter which provides responses to questions raised by prospective proposers.

QUESTIONS AND ANSWERS:

**Q1:** How many students and how many exams should we anticipate using the proctoring solution within an academic year?

**A1:** **We typically expect about 3,000 exams.**

**Q2:** Does the solution need to include human proctoring services?

**A2:** **Yes, the system should have human proctoring services, as well as multiple other modes of proctoring. These would include, but not be limited to: live, reviewed later on, and automated proctoring.**

**Q3:** For each proctor, how many students will be assigned?

**A3:** **The College cannot predict how many courses will hold exams at the same time, and which of those courses will require proctoring services. Each course may have upwards of 30 students, and the College cannot predict when these students will choose to take an exam necessitating proctoring services.**

**Q4:** Does the system automatically assign students to proctors, or does it work manually (using some pre-defined configuration)?

**A4:** **No, the College does not have proctors set up in Brightspace, and there would be no way to use BSP to assign them. If your system offers this option, please describe how your system works in this regard.**

**Suffolk**

COUNTY COMMUNITY COLLEGE

**ADDENDUM NO. 2**
**REQUEST FOR PROPOSAL NO. R23-001**
**ONLINE PROCTORING SERVICES**

January 30, 2023

**Q5:** Do you have a minimum budget for live proctored or automated proctored exams?

**A5:** We do not have a fixed dollar amount budgeted. This will be largely dependent on the cost(s) and services your firm proposes vs. the volume of exams we expect.

The proposal submission due date and time of **February 2, 2023 no later than 12:00 PM**, remains unchanged.

All other terms and conditions of the RFP remain unchanged.
A copy of this addendum must be signed by the proposer and attached to the proposal response.

**Prior to submission of your proposal, please check the Bid Net website to confirm receipt of all Addenda that may have been issued under the RFP.**

*Beatriz Castaño*

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

_Proctorio Inc_____
Firm Name

_____          _Strategic Partnerships Mgr._
By (Sign in ink)                                  Title

_Justin Depuydt_____          _2/1/2023_
Print Name                                          Date

# Suffolk
## COUNTY COMMUNITY COLLEGE

**ADDENDUM NO. 3**
**REQUEST FOR PROPOSAL NO. R23-001**
**ONLINE PROCTORING SERVICES**

January 30, 2023

**Attention to Proposers:**
This constitutes Addendum No. 3 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter which provides responses to questions raised by prospective proposers.

QUESTIONS AND ANSWERS:

**Q1:** Consultant must review all College ITS policies and confirm it will adhere to these in their entirety. These policies can be found at: https://www.sunysuffolk.edu/information- technology-services/it-guidelines-procedures.jsp

The webpage provided in the RFP is not found. Can you provide the correct link?

**A1:** **The correct link is:** https://www.sunysuffolk.edu/legalaffairs/policies.jsp#tab-d16e3-2

**Q2:** A HECVAT must be submitted with the proposal to allow for vetting of the hosting security, encrypted transference of data, and non-disclosure of any personally identifiable information (PII).

Due to the confidential nature that is located within the HECVAT Full, would a HECVAT Lite be sufficient?

**A2:** **A full HECVAT is required.**

The proposal submission due date and time of **February 2, 2023 no later than 12:00 PM**, remains unchanged.

All other terms and conditions of the RFP remain unchanged. A copy of this addendum must be signed by the proposer and attached to the proposal response.

**Prior to submission of your proposal, please check the Bid Net website to confirm receipt of all Addenda that may have been issued under the RFP.**

*Beatriz Castano*

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Proctorio Inc
Firm Name

By (Sign in ink)                                    Title    Strategic Partnerships Mgr

Justin Depuydt                                      Date    2/1/2023
Print Name

## DISQUALIFICATION OF NON-RESPONSIBLE BIDDERS

PURSUANT TO CHAPTER 189, ARTICLE II OF THE SUFFOLK COUNTY CODE, THE FOLLOWING IS TO BE COMPLETED BY ALL BIDDERS/CONTRACTORS.

1. The authorized signatory for the entity signing this document acknowledges that s/he has read and is familiar with the provisions of Chapter 189, Article II of the Suffolk County Code which applies to the subject contract. For the purposes of this form, the terms "entity" and "convicted of" shall have the meanings set forth in section 189-4 of Chapter 189.

2. Has the entity, at any time during the ten years preceding the date of submission of the bid, been convicted of committing or attempting to commit an offense(s) relating to any of the following: extortion; coercion; bribery; theft; fraud; any violent crime relating to business, labor or commerce; sabotage, collusive bidding/bid rigging; combination in restraint of trade; conspiracy to commit one of these crimes; and/or criminal solicitation associated with one of the crimes listed above?

   _____ Yes  X No

3. If the answer to question 2 above is "Yes" the entity shall be determined to be a "non-responsible bidder" and disqualified from bidding on the County project or contract.

4. List **all** criminal convictions, dates of conviction, and courts of conviction rendered upon the entity, whether upon a verdict or plea of guilty or nolo contendere, within the ten years preceding the date of submission of the bid. Use a separate sheet if more space is necessary.

| OFFENSE | DATE OF CONVICTION | COURT |
|---|---|---|
| N/A | | |
| | | |
| | | |

5. Is the entity currently in compliance with applicable Suffolk County licensing laws if it has, or is required to have, a license issued by Suffolk County?

   X Yes  _____ No

6. If the answer to question 5 above is "No" the entity shall be determined to be a "non-responsible bidder" and disqualified from bidding on the County project or contract until the entity is in compliance with all applicable County licensing laws.

7. Has the entity, at any time during the ten years preceding the date of submission of the bid, been convicted under, or determined by the New York State Department of Labor or the Suffolk County Department of Labor to be in violation of Chapter 31 of the New York State Labor Law, Chapter 575 of the Suffolk County Code, or any provision of State or local law protecting workers' safety?

_____ Yes  _X_ No

8. If the answer to question 7 above is "Yes" please provide detailed information, on a separate sheet, regarding the violation(s), history of previous violation(s), and such other factors which the awarding agency may give due consideration when determining whether to disqualify the entity as a nonresponsible bidder.
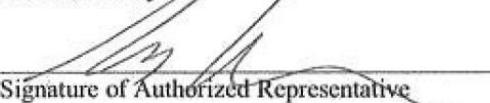
9. In the event the entity claims an exemption from the provisions of Chapter 189, Article II under section 189-9, provide the relevant written documentation of the request or command issued by the appropriate official of the United States Government.

10. Any contract entered into in violation of Chapter 189, Article II shall be null and void and any entity entering into such contract shall not be entitled to any compensation pursuant to said contract.

11. Any intentional or knowing misrepresentation made pursuant to the requirements of Chapter 189, Article II shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation shall be subject to punishment of a fine of $1,000 and/or up to one year of imprisonment and shall be barred from bidding on future County contracts. Each such violation shall constitute a separate and distinct offense.

I, _MICHAEL OLSEN_____ hereby declare under penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

_PROCTORIO INCORPORATED_____
Name of Entity

_____ _2/1/2023_____
Signature of Authorized Representative          Date

_MICHAEL OLSEN    CEO_____
Print Name and Title of Authorized Representative

## Statement of Non-Collusion in Bids or Proposals [General Municipal Law §103-d]

By submission of this bid, each Bidder/Proposer and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder/Proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder/Proposer and will not knowingly be disclosed by the Bidder/Proposer prior to opening directly or indirectly to any other Bidder/Proposer or to any competitor; and

3. No attempt has been made or will be made by the Bidder/Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

No bid/proposal will be considered for award nor shall any award be made where paragraphs 1, 2, and 3 above have not been complied with; provided however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefor. Where paragraphs 1, 2 and 3 above have not been complied with, the bid/proposal shall not be considered for award nor shall any award be made unless the County determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder/Proposer: a) has published price lists, rates, or tariffs covering items being procured, b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or c) has sold the same items to other customers at the same prices being bid/proposed does not constitute, without more, a disclosure hereunder.

I, __MICHAEL OLSEN__ hereby affirm under penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

PROCTORIO INCORPORATED
Name of Entity

_____  2/1/2023
Signature of Authorized Representative          Date

Rev. 7/9/13

# Local Business Certification Form
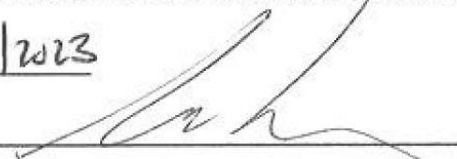
The undersigned contractor affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law 4-1993, Local Law No. 5-1993, Local Law No. 20-2004, and Local Law No. 41-2008.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located within Nassau County, or sells the contracted for supplies, material, or equipment manufactured and located within Suffolk County or located within Nassau County.

The undersigned claims qualification in the event that the contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

Dated: 2/1/2023

Signed: _____

Printed Name of Signor: MICHAEL OLSEN

Title of Signor: CEO

Name of Firm: PROCURIO INCORPORATED

Bid Number: RFP #R23-001

SCPD-8A; rev 4/7/09

**Suffolk County Form 22**
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all Contractors/vendors that have a Contract with Suffolk County, **with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and Contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.**

1. Contractor's/Vendor's Name _PROCTORIO INCORPORATED_

   Address _7340 E MAIN STREET, SUITE 203_

   City and State _SCOTTSDALE, AZ_                    Zip Code _85251_

2. Contracting Department's Name _Justin DeFuydt_

   Address _7340 e. Main St. Scottsdale AZ 85251_

3. Payee Identification or Social Security No. _46-3425539_

4. Type of Business:  X Corporation  ____ Partnership  ____ Sole Proprietorship  ____ Other

5.a Is Contractor/vendor entering into or has Contractor/vendor entered into a Contract with Suffolk County in excess of $1,000?  X Yes  ____ No.

5.b Has Contractor/vendor entered into three or more Contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed $1,000?
   X Yes  ____ No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)
   _MICHAEL OLSEN_   _DIRECTOR_
   _SONJA OLSEN_   _DIRECTOR_
   _STEVE BENSON_   _STEVE BENSON_

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the Contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).
   _MICHAEL OLSEN_

8. Does Contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County?  ____ Yes  X No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the Contract. (Describe general nature of the Contract _ONLINE PROCTORING SERVICES_

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of Contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County

Page 1 of 2

Rev. 5/2013

shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the Contract.

12. **Verification.** This section must be signed by an officer or principal of the Contractor/vendor authorized to sign for the company for the purpose of executing Contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 2/1/2023    Signed: _____

Printed Name of Signer:    MICHAEL OLSEN

Title of Signer:    CEO

Name of Contractor/Vendor:    PROCTORIO INCORPORATED

## UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
**(Within New York State)**

STATE OF NEW YORK)
COUNTY OF            ) ss.:

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgement)
(Notary Public)

## UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
**(Without New York State)**

STATE OF ARIZONA          )
                          )ss.:
COUNTY OF MARICOPA        )

On the 1 day of FEBRUARY in the year 2023 before me, the undersigned, personally appeared MICHAEL OLSEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in SCOTTSDALE, ARIZONA

_____
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

_____
(Signature and office of individual taking acknowledgement)
(Notary Public)

Melissa Adele DeWess
Notary Public - Arizona
Maricopa County
Commission # 592540
My Commission Expires
August 30, 2024

Contract No.: 28-CC-208
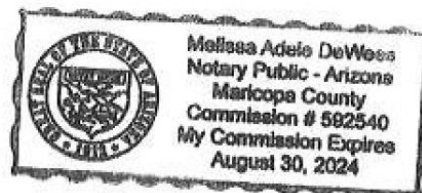
Steven Bellone
Suffolk County Executive

Frank Nardelli
Commissioner

## SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS

**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)**

To Be Completed By Applicant/Covered Employer/Owner
EMPLOYER/CORP/BUSINESS/COMPANY NAME: _PROCTORIO INCORPORATED_

ADDRESS: _7340 E MAIN STREET, SUITE 203 SCOTTSDALE, AZ 85251_

CONTACT NAME: _JUSTIN DEPUYDT_ TELEPHONE #: _____ AWARDING AGENCY: _____

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: _463425539_ CONTRACT ID: _____

NOT-FOR-PROFIT: YES [X] NO [ ] _(Submit Proof of IRS Not-for-Profit Status)_

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _ONLINE PROCTORING SERVICES_

SUBCONTRACTOR NAME: _N/A_

ADDRESS: _N/A_

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: _____ TELEPHONE #: _____

CONTACT NAME: _____ DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

_WE DO NOT HAVE ANY EMPLOYEES LIVING IN THE STATE OF NEW YORK_

**EVIDENCE OF COMPLIANCE:**

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

A. United States passport; *or*

B. Resident alien card or alien registration card; *or*

C. Birth certificate indicating that person was born in the United States; *or*

D. (1) A driver's license, if it contains a photograph of the individual; *and*

(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); *or*

E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

### AFFIDAVIT OF COMPLIANCE WITH THE REQUIREMENTS OF
### 8 U.S.C. SECTION 1324a WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

State of New York )
                                    ss:
County of _____ )

_____, being duly sworn, deposes and says:
(Print Name of Deponent)

1. I am owner/authorized representative of _____.
   (Circle one)                                                    (Name of Corp., Business, Company)

2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 353 (2006).

Sworn to before me this _____ day

of _____, 20 _____

_____
(Signature of Deponent)

_____
(Notary Public)

## SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

### NOTICE OF APPLICATION FOR COUNTY COMPENSATION
### LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If either of the following definitions of 'compensation' (*Living Wage* Law Chapter 575 – 2) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below. If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than $50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than $10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I**

☐ Check if applicable

The *Living Wage* Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage* Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than $15.90 per hour worked with health benefits, as described in the Law, or otherwise $16.03 per hour or the rates as may be adjusted annually in accordance with the Law. **(Chapter 575-3 B)**

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. **(Chapter 575-2)**

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. **(Chapter 575-7 D)**

The Suffolk County Department of Labor, Licensing & Consumer Affairs shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. **(Chapter 575-4 C)**

**IMPORTANT! IF SECTION I IS CHECKED, APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:**

Projected Wage Levels:
*Complete the chart below listing hourly wage rates, number of hours worked per week, compensated days off received yearly and indicate if medical benefits are received for each employee dedicated to fulfilling the terms of this contract.*

Note: Complete the following chart only if the Living Wage Law applies and if Section I above is checked.

| Employee Name and Title | Hourly Wage Rate | Works less than 20 hours per week (Yes or No) | Works 20 hours or more per week (Yes or No) | Employee actually receives health benefits (Yes or No) | Full-time employees receive at least 12 compensated days off per year. Part-time employees receive prorated compensated time off in increments proportional to full-time employees (Yes or No) |
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**Section II** The *Living Wage* Law does not apply to this contract for the following reason(s): *(Please check all that apply to this contract.)*

☒ Check if applicable

☐ Employ less than 10 employees
☒ Do not have any employees working in Suffolk or Nassau Counties
☐ No cost to Suffolk County

☐ Grant, loan, tax incentive or abatement, bond subsidy or other form of compensation is $50,000 or less.
☐ Pay prevailing wage rates

☐ Amount of Compensation is less than $10,000, for the furnishing of services
☐ Other: _____

**Section III** Contractor Name: PROCTORIO INCORPORATED   Federal Employer ID or SSN#: 44 3425539

Contractor Address: 7340 E MAIN STREET   Amount of Compensation: TBD

SUITE 203, SCOTTSDALE, AZ 85251   Term of Contract: _____

Contact Name: JUSTIN DEPUYDT   Contractor Phone #: 4804284076   Awarding Agency: SUFFOLK COUNTY COMMUNITY COLLEGE

Contract ID #: RFP #R23-001   Description of project or service: Online Proctoring

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

2/1/2023
Date

MICHAEL OLSEN, CEO
Print Name and Title of Authorized Representative

**End of Text for Exhibit F**

DOL-LW1/38 (Revised 12/20)