



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Contract Number: 00002232

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
ADMINISTRATIVE SERVICES AGREEMENT**

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made this **1st day of August 2019**, between the Foundation for California Community Colleges (“Foundation”) and **Proctorio Inc.** (“Supplier”). This Agreement shall consist of the terms outlined below and in the following Exhibits, attached hereto and incorporated by reference:

- Exhibit A: Service Level Agreement
- Exhibit B: Pricing and Additional Services and Capabilities
- Exhibit C: Supplier Response to RFP 19-004
- Exhibit D: Copy of RFP 19-004
- Exhibit E: Resource Documents
- Exhibit F: Accessibility & Technology Infrastructure

I. RECITALS

WHEREAS, the Foundation, in partnership with California Virtual Campus – Online Education Initiative, issued an Online Academic Integrity Technologies/Services RFP so that Supplier may provide products and/or services as described in RFP #19-004, which in its entirety shall serve as Exhibit D.

WHEREAS, this Agreement provides that any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Agencies") may purchase Products at prices stated in the RFP #19-004;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

II. TERMS AND CONDITIONS

1. **Obligations of Supplier.** The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. **Obligations of Foundation.** The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. **Purchasing.** With respect to any purchases by Participating Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agencies; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval

necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.

4. Regarding Supplier's use of Subcontractors. Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Online Academic Integrity Technologies/Services under this Agreement, the Supplier shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Supplier for completing the Supplier's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Supplier shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.

5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Online Academic Integrity Technologies/Services under this Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Online Academic Integrity Technologies/Services. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Online Academic Integrity Technologies/Services, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Flooring Materials hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors for each specific procurement of Online Academic Integrity Technologies/Services. The Workers' Compensation insurance policy and the General Liability insurance policies of the Supplier and each Subcontractor for each specific procurement of Online Academic Integrity Technologies/Services shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

6. Performance Bond. The Supplier shall, if required by the terms of the Purchase Order or other similar instrument, provide the Participating Agency with a Performance Bond in connection with a specific procurement of Online Academic Integrity Technologies/Services. If required, the Performance Bond shall be in the form and content included in the RFP and shall be in a penal sum equal to One Hundred Percent (100%) of the value of such Purchase Order or other instrument. Performance Bonds, if required, shall be acceptable only if issued by an Admitted Surety Insurer under California law.

III. SPECIFIC PROVISIONS

7. Term. The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year Term (“the Extended Term”) by written notice not less than one (1) month prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
8. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
9. Product Additions. Supplier may submit for review new or enhanced products within the various Applications specified in the RFP #19-004 that were not part of the supplier’s product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation’s sole discretion, add products to the contract if deemed acceptable. Supplier must honor the same warranty and pricing (for similar application) from original RFP response.
10. Use of Logo. Any use of the Foundation or CollegeBuys name or logo by the Supplier on or after the date of this Agreement in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.

IV. QUARTERLY FEES & REPORTING

11. Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Agencies (excepting California State Universities) under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Exhibit E, Section 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
12. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.
13. Material Breach. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative

fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.

14. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
15. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Public or Private Agency Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

V. GENERAL PROVISIONS

16. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
17. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
18. Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
19. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
20. Notices. All reports, notices, and other written or electronic communications given hereunder shall be delivered by e-mail or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation

Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-325-8561
Jorge Burwick, Manager of CollegeBuys
jburwick@foundationccc.org

B. Supplier

Proctorio Inc.
Address: 6840 E Indian School Rd
Scottsdale, CA 95251
Attn: Dave Ernst, Global Director of Partner Success
Phone: 480-428-4580
Email: dave@proctortio.com

21. **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California
22. **General Indemnity.** Supplier shall indemnify the Foundation for California Community Colleges and its agents, representatives, officers, consultants, employees for claims arising out death, injury or property damage due to the failure of product to conform to specifications. Supplier liability shall be limited to gross price of the goods on the relevant purchase order and Supplier shall not be liable for consequential damages.
23. **Limitation of Liability.** In no event shall either parties' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.
24. **Damages.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. **Attorney Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.
26. **Independent Parties.** This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.
27. **Precedence.** This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such

subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Request for Proposal or RFP (Exhibit D); (2) Foundation's Administrative Agreement; (3) Supplier Response to the RFP (Exhibit C); (4) Exhibits of this Agreement beyond the Aforementioned.

28. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
30. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES



Julian Roberts
Julian Roberts (Jul 31, 2019)

By Joseph Quintana

By Julian Roberts

Title Chief Operating Officer

Title Chief Financial Officer

Date Jul 31, 2019

Date Jul 31, 2019

SUPPLIER



Michael Olsen (Aug 1, 2019)

By Dave Ernst

Title Global Director of Partner Success

Date Aug 1, 2019



FOUNDATION *for* CALIFORNIA
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Exhibit A

Service Level Agreement

Unless otherwise addressed in the Agreement and preceding Exhibits, the contents of this Exhibit shall constitute the Products and Services under this Agreement.

EXHIBIT A

Proctorio Inc. Service Level Agreement

Service Level Performance Standards

Proctor.io Incorporated ("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 the Terms of Use (which also includes SaaS Terms definitions), 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 Customer has entered into a SaaS Agreement with Company. To the extent there are any inconsistencies between these 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 Terms of Use, shall mean:

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

1.2 "Scheduled Downtime" the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Application Service, as hosted by Company, due to] planned system maintenance performed by Company, as set forth in the table below. Company will exercise reasonable efforts to perform scheduled system maintenance between the hours of 7:00 PM and 6:00 AM Pacific Standard Time. Company reserves the right to change the aggregated times set forth in the table below, provided that Company provides reasonable prior notice prior to modifying such Scheduled Downtime.

When Scheduled Downtime will occur on a regular basis:	Purpose of Scheduled Downtime:	Maximum Duration of Scheduled Downtime:
Each Weekend	System maintenance	2 hours
Each Weekend	Database maintenance	1 hours
Once per calendar month	Application/OS maintenance	6 hours
Once per calendar quarter	System maintenance/upgrades	3 hours per server

1.3 "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.

1.4 "System Availability" with respect to any particular calendar month, the ratio obtained by subtracting 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 within these Standards) and thereafter dividing the difference so obtained by the total time during such month.

$$\text{System Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

2. Customer Requirements

2.1 Minimum System: These Standards are only applicable if Customer and its Authorized End Users, as applicable, meet the minimum system standards as set forth on Proctorio.com, which the Company may update from time to time upon written notice to Customer.

	Windows	Mac	Linux	Chrome OS
Operating System	Windows 7+	Mac OSX 10.9+	Ubuntu 18.04 +	Chrome 58+
Processor	Intel Pentium or better	Intel	Intel Pentium or better	Intel or ARM
Free Disk Space	250 MB	250 MB	250 MB	250 MB
RAM	8 GB ₁	8 GB ₁	8 GB ₁	4 GB ₁
Upload Speed	0.92 Mbps - 0.244 Mbps ₂			

- This is the minimum amount of ram assuming at least 25% of the memory is not in use by other applications.
- Depends on the exam settings, secure browser has no upload speed requirement.
- Only required for proctoring, secure browser functionality does not require audio/visual recording.

2.2 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.

2.3 Reporting of Unscheduled Downtime: Customer must promptly notify Company if Unscheduled Downtime occurs. Unscheduled Downtime begins on the earlier of when Company receives accurate notification from Customer, or when Company first becomes aware of it.

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

3. Performance

3.1 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) Customer's breach of any provision of these Standards; (ii) non-compliance by Customer with any provision of these Standards; (iii) incompatibility of Customer's or Authorized End User's equipment or software with the Application Service; (iv) performance of Customer's systems or the Internet; (v) modifications or updates by third party manufacturers/licensors to systems or software that interact with the Application Service; (vi) a Service Suspension, or (vii) force majeure, as defined in the Terms of Use, shall not be considered toward any reduction in System Availability measurements.

3.2 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 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.

3.3 Access to Support; Response Times: Customer may report Unscheduled Downtime at any time ("24x7x365") by telephoning Company using the numbers listed here. Company will exercise commercially reasonable efforts to initiate remedial activity within 30 minutes of each report of Unscheduled Downtime during business hours (7:00AM to 6:00 PM Pacific Time, Monday through Friday, excluding Company holidays) for issues affecting connectivity and server availability. During non-business Hours, Company will initiate remedial activity within two (2) hours for issues affecting connectivity and server availability. In contacting the Company, Customer must not leave voice messages. Phone numbers should be called in priority order until a Company representative is reached directly.

hello@proctorio.com
US: +1 480 428 4076
US: +1 866 948 9087

3.4 Service Suspension. Company may temporarily suspend 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 (a) there is a threat or attack on any of the Application IP; (b) 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) Customer or any Authorized End User(s) is/are using the Application IP for illegal activities; (d) subject to applicable law, 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 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 Customer to access the Application IP (each such suspension, in a "Service Suspension"). Company will make commercially reasonable efforts to provide Customer notice of any Service Suspension (including notices sent to Company's registered email address) and to provide access 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. Company is not liable for any damage, liabilities, or losses that Customer or any Authorized User may incur from a Service Suspension.

4. System Monitoring

4.1 Company uses network monitoring software and other related software tools.

5. Measurement and Reports

5.1 Company will provide for 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 SaaS Agreement.

6. Remedies

6.1 Credits Against Fees: In the event Unscheduled Downtime occurs, 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 1.0% of Unscheduled Downtime below the Service Standard that Company experiences during a calendar month, a credit of 5% of 1/12th of Customer's annual Fees paid by Customer will be credited to Customer's account, up to a maximum of 50% of 1/12 of the applicable annual Fees paid by Customer. Customer must submit full documentation by e- mail to 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. Company will not be liable for any lost revenues during down time. Except as set forth in the following Section 6.2, the Customer's rights under this Section 6.1 are Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Company to meet the Service Standard required by Section 3.1.

6.2 Termination for Performance Deficiencies: Company acknowledges that System Availability is important to Customer's business processes. Accordingly, Customer may exercise its rights to terminate these Standards if (i) Company fails to meet the Service Standard three (3) or more times during any twelve (12)- month period; (ii) System Availability for any single calendar month falls below 98%; or (iii) Company does not respond within 90 minutes to Customer reports of Unscheduled Downtime with respect to 50% or more of such reports during any twelve (12)- month period. Notwithstanding the foregoing, no material breach of these Standards will be deemed to occur if Company fails to meet the Service Standard less than three (3) times in any twelve (12)- month period provided no such failure causes System Availability to fall below 90% during the relevant calendar month.

7. Changes

7.1 Company may change these Standards from time to time. To ensure you are aware of all updates, please check these Standards periodically for updates and subscribe to receive update notifications from us on GitHub.



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Exhibit B

Pricing

AND

Additional Services and Capabilities



FOUNDATION *for* CALIFORNIA
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Automated Proctoring

- IP Fraud and Identity verification
- Administrative controls and insights
- Centralized student records and violation reporting
- Six month active data retention (on Proctorio databases)
- Indefinite cold storage data retention (access to all historical recordings)
- University of Proctorio training membership
- Workshop Training
- Unlimited exams and review
- Full video, audio and desktop recordings
- Flexible lockdown browser
- Hardware verification
- Algorithms highlight suspicious students
- 24/7/365 support
- Dedicated support phone numbers for students and instructors

Standard Annual Pricing Per User	Foundation Annual Pricing Per User
\$35	\$15

*Unlimited usage per user. All costs for implementation, training, and 24/7 support are included in the pricing shown above.

Live ID

- Ensure error-proof image capture
- Deliver an effortless customer experience
- Increase completion rates for business transactions and account openings
- Catch fake IDs and prevent fraud
- Detect fraudulent transactions
- Low-friction user experience
- Computer vision, AI & verification experts

Standard Annual Pricing Per User	Foundation Annual Pricing Per User
\$30	\$18

*Unlimited usage per user. All costs for implementation, training, and 24/7 support are included in the pricing shown above.

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Live Proctoring

- Live Proctoring on-demand within Canvas
- No hidden fees
- Instant, Unbiased results within the Proctorio Gradebook

Standard Pricing Per Exam	Foundation Pricing Per Exam
\$30	\$20

*All costs for implementation, training, and 24/7 support are included in the pricing shown above.

Professional Review

- Independent proctoring professionals reviewing AI-identified suspicion
- Substantially reduces faculty review time
- Proctorio experts using AI

Standard Annual Pricing Per User	Foundation Annual Pricing Per User
\$30	\$18

*Unlimited usage per user. All costs for implementation, training, and 24/7 support are included in the pricing shown above.



Mobile Lock

- Locks down the student's phone for the duration of the exam
- Synchronized to Exam Begin times
- Android and iOS Devices Supported

Standard Annual Pricing Per User	Foundation Annual Pricing Per User
\$8	\$5

*Unlimited usage per user. All costs for implementation, training, and 24/7 support are included in the pricing shown above.

Originality Verification

- LMS-integrated originality verification to prevent plagiarism
- Identifies False Quotations
- Source Link Identification
- Similarity Score with a color coded Originality report
- Seamless SpeedGrader integration in Canvas

Standard Annual Pricing Per User	Foundation Annual Pricing Per User
\$5	\$2

*Unlimited usage per user. All costs for implementation, training, and 24/7 support are included in the pricing shown above.

**Plagiarism detection will be offered to the CVC-OEI (hereafter Participating Agency) and its institutions, for up to two academic years (2019-2020, and 2020-2021). Initial academic year offering is at no-cost, and successive 2nd year offering is upon mutual determination by the Participating Agency and Proctorio. Ownership of all student data transferred into and collected throughout the contractual relationship between Proctorio and Participating Agency through its institutions is wholly owned by the Participating Agency. Information collected and gathered by Proctorio must comply with the California Consumer Privacy Act of 2018, the federal Family Educational Rights and Privacy Act (FERPA), and all applicable laws that protect consumer (both student and participating agency) data ownership and protection.



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Exhibit C

Supplier Response to RFP 19-004

For access to Supplier Response to Online Academic Integrity Technologies/Services RFP, please contact:

CollegeBuys Contracts

cbcontracts@foundationccc.org

OR

Jorge Burwick

Manager of CollegeBuys

jburwick@foundationccc.org



FOUNDATION *for* CALIFORNIA
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Exhibit D

Copy of RFP 19-004

For access a copy of the Online Academic Integrity Technologies/Services, please contact:

CollegeBuys Contracts

cbcontracts@foundationccc.org

OR

Jorge Burwick

Manager of CollegeBuys

jburwick@foundationccc.org



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Exhibit E

Resource Documents

Section 1: Participating Agency Resources

- (1) Certificate of Insurance
- (2) Proof of Publication
- (3) Notice of Intent to Award
- (4) Board Approval

Section 2: Supplier Resources and References

- (5) Supplier Commitment
- (6) Supplier Program Standards
- (7) Sample Quarterly Report Form
- (8) Price Increase Protocol
- (9) List of California Community Colleges
- (10) List of Private Universities in California

Exhibit E, Section 1

Participating Agency Resources

- Certificate of Insurance
- Proof of Publication
- Notice of Intent to Award
- Board Approval



PROCINC-01

ALYSHAKULP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schwartz Insurance Agency 9375 East Shea Boulevard Suite 100 Scottsdale, AZ 85260	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 214-9760	FAX (A/C, No): (312) 759-4435
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	NAIC # 20443
	INSURER B : Underwriters Lloyds London	32727
INSURED Proctor.io Incorporated 6840 E Indian School Rd Ste200 Scottsdale, AZ 85251	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6011907605	1/2/2019	1/2/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EBL AGGREGATE	\$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6011907605	1/2/2019	1/2/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6011907670	1/2/2019	1/2/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	E&O/Professional Lia			W178ED190501	1/2/2019	1/2/2020	Professional Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability (E&O) includes Cyber Liability. Deductible Each Claim - \$2,500.

CERTIFICATE HOLDER

CANCELLATION

Foundation for California Community Colleges 1102 Q Street, Suite 4800 Sacramento, CA 95811	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
339535	0004227883	Notice Requesting Proposals NOTICE IS HEREB	Notice Requesting Proposals	\$474.14	1	2.39 In

Attention: Jennifer Le
 FOUNDATION FOR CA COMMUNITY COLLEGES
 1102 Q STREET, SUITE 4800
 SACRAMENTO, CA 95811

Notice Requesting Proposals
 NOTICE IS HEREBY GIVEN that the Foundation for California Community Colleges (Foundation) acting as a Public Agency, will receive up to but not later than 3:00 PM (PDT) on Thursday the 6th day of June, 2019, qualified proposals for Online Tutoring, RFP #19-003 (Republished); and, qualified proposals for Online Academic Integrity Technologies/Services, RFP #19-004 (Republished). Proposals shall be submitted electronically on the Foundation's bid portal.
 The RFP documents and link to the Foundation's bids portal can be found at www.foundationccc.org/bids.
 Dated this 23rd day of May, 2019
 Dated this 30th day of May, 2019
 Board of Directors
 Foundation for California Community Colleges

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 Dated this 23rd day of May, 2019
 Dated this 30th day of May, 2019
 Board of Directors
 Foundation for California Community Colleges

DECLARATION OF PUBLICATION (C.C.P.2015.5)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the printer and principal clerk of the publisher of , printed and published in the City of Sacramento, County of Sacramento, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California, under the date of September 26, 1994, Action No. 379071; that the notice of which the annexed is a printed copy, has been published in each issue thereof and not in any supplement thereof on the following dates, to wit:

2 Insertions

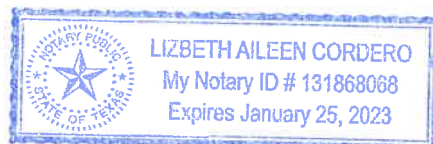
Published On:
 May 23, 2019, May 30, 2019

Legals Clerk

COUNTY OF DALLAS
 STATE OF TEXAS

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Sacramento, California, on **May 30, 2019**.

Notary Public



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844

www.foundationccc.org

Foundation for California Community Colleges

STAFF REPORT

Date: June 19th, 2019
To: Foundation Board of Directors
From: Joseph Quintana, Chief Operating Officer
Subject: **Approval of Vendor Contract for Online Academic Integrity Technologies/Services, RFP 19-004**

Action Item, Regular Meeting June 19th, 2019

Background

On May 23rd, 2019, the Foundation for California Community Colleges issued a Request for Proposals for Online Academic Integrity Technologies/Services, RFP 19-004. The technologies and services sought under this RFP include those for verifying student identity through proctored online examinations, thereby strengthening the academic integrity of online courses through the California Community Colleges (CCC's) and California Virtual Campus - Online Education Initiative (CVC-OEI). These academic integrity solutions are intended to address accreditation requirements, Federal and state regulations, and local district policies requiring measures to reduce the frequency of online cheating, to detect such behavior when it occurs, and to ensure that a student receiving credit for an online / distance education course is the same individual submitting assignments and participating in coursework.

The California Virtual Campus - Online Education Initiative (CVC-OEI) coordinates related resources and services that benefit the entire CCC system and helps facilitate the development of quality online teaching and learning programs. Such resources include research and policy documentation, student resources, faculty resources, and other technology resources. The mission of the CVC-OEI is to dramatically increase the number of CCC students who obtain college associate degrees and transfer to four-year colleges each year by providing online courses and services within a statewide CCC Online Education Ecosystem. The CVC-OEI gives special attention to ensuring retention and success through basic skills support and other support services, especially for underserved and underrepresented cohort groups.

Request for Proposal Process

The Foundation followed the guidelines set forth by California's Public Contract Code for California Community Colleges in securing competitive pricing for services outlined in the RFP. Performance

and Technical Specifications were developed by members of the CVC-OEI, Butte Technology Center, and Foothill-De Anza Community College District.

RFP 19-004 was formally published on the Sacramento Bee and managed on the PlanetBids bid management system. Proposals were due from vendors on June 6, 2019, with formal bid opening held at the Foundation's Sacramento office. The Foundation received six (6) proposals, all of which were deemed responsive, and evaluated by the designated committee. The RFP committee comprised of:

- RFP Development, Facilitation of RFP Evaluation Process and Review of Quantitative Information:
 - Jorge Burwick, Foundation for California Community Colleges, Manager of CollegeBuys
 - Jennifer Le, Foundation for California Community Colleges, Program Coordinator of CollegeBuys
 - O'Neal Spicer, Mindwires Consulting, Senior Associate

- Review of vendor supplied Technical and Performance Specifications:
 - Jorge Burwick, Foundation for California Community Colleges, Manager of CollegeBuys
 - Bob Nash, California Virtual Campus-Online Education Initiative, Dean of Academic Affairs
 - Michelle Pacansky-Brock, California Virtual Campus-Online Education Initiative, Faculty Mentor
 - O'Neal Spicer, Mindwires Consulting, Senior Associate

The committee endorsed Proctorio, Inc. as the most responsive bidder, and for contract award under RFP 19-004 should they agree to final contract terms. The Letter of Intent to Award is included as Attachment 1 to this document, and recommends Proctorio, Inc. to move forward with the contract negotiation phase, as the selected vendor partner for Online Academic Integrity Technologies/Services. No protests were received from other respondents.

Contract Term: Three (3) years initial term, with two (2) one (1) year renewals.

Foundation Roles and Responsibilities

The role of the Foundation is that of a prime contractor. The Foundation will:

1. Develop the contract with the awarded vendor based on the requirements of RFP #19-004
2. Monitor the quality of services and compliance from the vendor partner.
3. Promote contract, alongside the CVC-OEI, to California's community colleges.

Orders will be placed directly between the CVC-OEI/Colleges and the vendor partner.

Endorsement

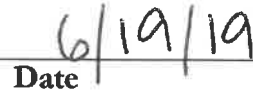
The CEO and I recommend that the Foundation Board of Directors at its June 19, 2019 meeting approve the award of contract to Proctorio, Inc. under Foundation RFP #19-004 for Online Academic Integrity Technologies/Services.

CERTIFICATION

I, Keetha Mills, duly appointed President and Chief Executive Officer of the Foundation for California Community Colleges, do hereby certify that the above recommendation was passed and approved by the Board of Directors of the Foundation for California Community Colleges on the 19th Day of June 2019



Keetha Mills
President and Chief Executive Officer



Date



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

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www.foundationccc.org

Intent to Award

Online Academic Integrity Technologies/Services RFP #19-004

June 18th, 2019

Contingent upon meeting additional conditions set forth by evaluation committee, The Foundation for California Community Colleges intends to award a contract to the following company from RFP #19-004, Online Academic Integrity Technologies/Services, for use by California Community Colleges and other Public Agencies for the procurement of Online Proctoring Technology/Services:

Proctorio, Inc.

The RFP # 19-004 stipulated that a multiple award contract may be awarded which includes components for Online Academic Integrity Technologies/Services:

1. Online Proctoring and Authentication
2. Online Authentication Technology

No contracts were awarded for the Online Authentication Technology classification.

Contract award under this RFP is contingent upon Foundation board approval, and Foundation and Vendor agreement on final contract terms.

Exhibit E, Section 2

Supplier Resources and References

- Supplier Commitment
- Supplier Program Standards
- Sample Quarterly Report Form
- Price Increase Protocol
- List of California Community Colleges
- List of Private Universities in California

Exhibit E, Section 2
Supplier Resources and References

Supplier Commitment

Commitment. Foundation requests each Contractor to make four commitments to ensure the overall success of the program relating to this RFP.

1. **Corporate Commitment** – A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Contractor’s primary offering to California public agencies and school districts. The Contractor shall make its existing public and private agency clients aware of its Foundation contract, and upon any agency’s request, such agency will be transitioned to the Contractor’s Foundation contract.
2. **Sales Commitment** – A commitment that the Contractor will market the Foundation contract and that the field and internal sales force will be trained, engaged and committed to offering the Foundation contract to public and private agencies in California, with a further commitment that all sales be accurately and timely reported.
3. **Service Commitment** – A commitment that the Contractor will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through the Foundation contract.
4. **Communication and Information Commitment** – Establish the following communication links to facilitate customer access and communication:
 - Information for website:
 - Standard logos;
 - Summary of products and pricing;
 - Information web-link to manufacturer’s website;
 - Overall information about manufacturer;
 - Other promotional material as desired.
 - A toll-free telephone for inquiries and orders
 - Regional or toll-free fax number for inquiries and orders
 - An email address specifically for Foundation general inquiries

Exhibit E, Section 2
Supplier Resources and References

Supplier Program Standards

Program Promotion. Foundation recognizes that each Contractor has a successful business and may choose to meet its commitments in a variety of ways that best suit the Contractor's business model, organization, and market approach. The following are Program Standards intended to assist the Contractor in successfully implementing the Foundation contract.

1. **Account Management Team** – The Contractor shall provide an account manager with the authority and responsibility for the overall success of the Foundation contract within the Contractor's organization. The Contractor shall also designate a Lead Referral Contact Person responsible for receiving communications from each Participating Agency concerning new public agency registrations, and for ensuring timely follow up by the Contractor's staff on requests for contact from public school districts. Additionally, the Foundation suggests the Contractor implement and support a Contractor-based internet web page dedicated to the Contractor's Foundation program and linked to the collegebuys.org website and any other website each Participating Agency utilizes.
2. **Quarterly Review** – Upon request, each Participating Agency may schedule a quarterly review with the Contractor to evaluate the Contractor's performance of Contractor Commitments and Program Standards outlined herein, including, but not limited to spend and sustainability.
3. **Foundation for California Community Colleges Purchasing Program Awareness** – The Foundation for California Community College (Foundation) is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Contractor. The Contractor assists by providing camera-ready logos and by participating in related trade shows and conferences. The Foundation employs a marketing team, a network of partner associations, direct mail, the Internet and newsletters, and other publications to increase awareness.
4. **Contractor Sales** – The Contractor is responsible for proactive direct sales of the Contractor's goods and services to Foundation's institutions across California and the timely follow up to leads established by the Participating Agency. Use of product catalogs, targeted advertising, direct mail, and other sales initiatives are encouraged. All sales materials are to use each Participating Agency's logo, as applicable. The Participating Agency will provide each Contractor with its logo and the standards to be employed in the use of the logo. At a minimum, the Contractor's sales initiatives should communicate that:
 - The contract was competitively solicited by a Public Agency;
 - Best educational pricing focused on the Total Cost of Ownership (TCO);
 - There is no cost to participate;
 - The contracts are non-exclusive.
5. **Sales Force Training** – The Contractor is responsible for the training of its sales force on the Participating Agency contract. The Participating Agency may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
 - Key features of the Participating Agency contract;
 - Understanding of the process of development of the Agreement;

- Working knowledge of California Public Procurement process;
- Awareness of the range of public and private agencies districts that may access this agreement;
- Value-Added Benefits of using a contract for public agencies.

**Exhibit E, Section 2
Supplier Resources and References**

SAMPLE QUARTERLY REPORTING FORM

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount* \$	Savings \$	FCCC Admin. Fee \$
<i>Lake Tahoe CCD</i>	<i>599785</i>	<i>FR1326</i>	<i>200,000.00</i>	<i>20,000.00</i>	<i>4,000.00</i>
<i>Sacramento City College</i>	<i>165532</i>	<i>FR1325</i>	<i>100,000.00</i>	<i>10,000.00</i>	<i>2,000.00</i>
TOTAL	-	-	300,000.00	30,000.00	6,000.00

*Excluding taxes, additional services and transportation

Key Reporting Dates and Deadlines

Quarter	Quarterly Report Due Date	Quarterly Fee Due Date
Q1 (July 1-September 30)	October 15	October 30
Q2 (October 1-December 31)	January 15	January 30
Q3 (January 1-March 31)	April 15	April 30
Q4 (April 1-June 30)	July 15	July 30

NOTE: Reports to be submitted in Microsoft Excel. Company will provide quarterly and annual usage reports.

Exhibit E, Section 2
Supplier Resources and References

Price Increase Request Protocol

Detailed below is the Formal Price Increase Protocol that has been established by the Foundation. Price increases are to be submitted and negotiated with the Foundation

1. Limitations: Contractor is limited to one (1) Formal Price Increase Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract.
2. ALL future Formal Price Increase Requests (Request) are managed as follows:
 - Manufacturer will send a written Request for Price Increase to Foundation. Price Increase Request must include sufficient details to allow the Foundation to effectively and efficiently evaluate the Request. At a minimum the Request should include details on specific product, packaging or other related materials costs that have increased, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
 - The Foundation will review the Request in a timely manner and make every effort to get back to the manufacturer with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors the Foundation may consider in this determination may include market conditions, frequency of Request from the manufacturer, appropriateness of Request relative to other manufacturers in the industry, and general market conditions for our constituents.

- If the Foundation does not feel that the Request is justified, Foundation reserves the right to either deny the increase or negotiate better terms for our constituents.
- If the price increase as presented is accepted, the Foundation will issue a letter of acceptance to Contractor stating the earliest date the price increase can go into effect. Per the terms of our contract, this will be a minimum of sixty (60) days from date of acceptance. The Foundation may extend this implementation period if warranted by market conditions.
 - i. Manufacturer should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Manufacturer is responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.
- Understanding project lead times and the importance of our constituent's ability to stay on budget, Contractor is expected to work with any college that has received a quote that could be impacted by the price increase. At minimum, Contractor will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

The Foundation reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Increase Protocol.

**Exhibit E, Section 2
Supplier Resources and References**

List of California Community Colleges

	District	College	City	State	Zip
1	Allan Hancock Joint CCD	Allan Hancock College	Santa Maria	CA	93454
2	Antelope Valley CCD	Antelope Valley College	Lancaster	CA	93536
3	Barstow CCD	Barstow College	Barstow	CA	92311
4	Butte-Glenn CCD	Butte College	Oroville	CA	95965
5	Cabrillo CCD	Cabrillo College	Aptos	CA	95003
6	Cerritos CCD	Cerritos College	Ridgecrest	CA	93555
7	Chabot-Las Positas CCD	Chabot College	Hayward	CA	94545
8	Chabot-Las Positas CCD	Las Positas College	Livermore	CA	94551
9	Chaffey CCD	Chaffey College	Rancho Cucamonga	CA	91737
10	Citrus CCD	Citrus College	Glendora	CA	91741
11	Coast CCD	Coastline Community College	Fountain Valley	CA	92708
12	Coast CCD	Golden West College	Huntington Beach	CA	92647
13	Coast CCD	Orange Coast College	Costa Mesa	CA	92628
14	Compton CCD	Compton College	Compton	CA	90221
15	Contra Costa CCD	Contra Costa College	San Pablo	CA	94806
16	Contra Costa CCD	Diablo Valley College	Pleasant Hill	CA	94523
17	Contra Costa CCD	Los Medanos College	Pittsburg	CA	94565
18	Copper Mountain CCD	Copper Mountain College	Joshua Tree	CA	92252
19	Desert CCD	College of the Desert	Palm Desert	CA	92260
20	El Camino CCD	El Camino College	Torrance	CA	90506
21	Feather River CCD	Feather River College	Quincy	CA	95971
22	Foothill-De Anza CCD	De Anza College	Cupertino	CA	95014
23	Foothill-De Anza CCD	Foothill College	Los Altos Hills	CA	94022
24	Gavilan CCD	Gavilan College	Gilroy	CA	95020
25	Glendale CCD	Glendale College	Glendale	CA	91208
26	Grossmont-Cuyamaca CCD	Cuyamaca College	El Cajon	CA	92019
27	Grossmont-Cuyamaca CCD	Grossmont College	El Cajon	CA	92020
28	Hartnell Joint CCD	Hartnell College	Salinas	CA	93901
29	Imperial Valley CCD	Imperial Valley College	Imperial	CA	92251
30	Kern CCD	Bakersfield College	Bakersfield	CA	93305
31	Kern CD	Cerro Coso Community College	Ridgecrest	CA	93555
32	Kern CCD	Porterville College	Porterville	CA	93257
33	Lake Tahoe CCD	Lake Tahoe Community College	So. Lake Tahoe	CA	96150
34	Lassen CCD	Lassen College	Susanville	CA	96130
35	Long Beach CCD	Long Beach City College	Long Beach	CA	90806
36	Los Angeles CCD	East Los Angeles College	Monterey Park	CA	91754
37	Los Angeles CCD	Los Angeles City College	Los Angeles	CA	90029
38	Los Angeles CCD	Los Angeles Harbor College	Wilmington	CA	90744
39	Los Angeles CCD	Los Angeles Mission College	Sylmar	CA	91342
40	Los Angeles CCD	Los Angeles Pierce College	Woodland Hills	CA	91371
41	Los Angeles CCD	Los Angeles Southwest College	Los Angeles	CA	90047

42	Los Angeles CCD	Los Angeles Trade-Tech College	Los Angeles	CA	90015
43	Los Angeles CCD	Los Angeles Valley College	Valley Glen	CA	91401
44	Los Angeles CCD	West Los Angeles College	Culver City	CA	90230
45	Los Rios CCD	American River College	Sacramento	CA	95841
46	Los Rios CCD	Consumnes River College	Sacramento	CA	95823
47	Los Rios CCD	Folsom Lake College	Folsom	CA	95630
48	Los Rios CCD	Sacramento City College	Sacramento	CA	95822
49	Marin CCD	College of Marin	Kentfield	CA	94904
50	Mendocino-Lake CCD	Mendocino College	Ukiah	CA	95482
51	Merced CCD	Merced College	Merced	CA	95348
52	MiraCosta CCD	MiraCosta College	Oceanside	CA	92056
53	Monterey Peninsula CCD	Monterey Peninsula College	Monterey	CA	93940
54	Mt. San Antonio CCD	Mt. San Antonio College	Walnut	CA	91789
55	Mt. San Jacinto CCD	Mt. San Jacinto College	San Jacinto	CA	92583
56	Napa Valley CCD	Napa Valley College	Napa	CA	94558
57	North Orange County CCD	Cypress College	Cypress	CA	90630
58	North Orange County CCD	Fullerton College	Fullerton	CA	92832
59	Ohlone CCD	Ohlone College	Fremont	CA	94539
60	Online CCD	Online Community College	Sacramento	CA	95811
61	Palo Verde CCD	Palo Verde College	Blythe	CA	92225
62	Palomar CCD	Palomar College	San Marcos	CA	92069
63	Pasadena Area CCD	Pasadena City College	Pasadena	CA	91106
64	Peralta CCD	Berkeley City College	Berkeley	CA	94707
65	Peralta CCD	College of Alameda	Alameda	CA	94501
66	Peralta CCD	Laney College	Oakland	CA	94607
67	Peralta CCD	Merritt College	Oakland	CA	94619
68	Rancho Santiago CCD	Santa Ana College	Santa Ana	CA	92706
69	Rancho Santiago CCD	Santiago Canyon College	Orange	CA	92869
70	Redwoods CCD	College of the Redwoods	Eureka	CA	95501
71	Rio Hondo CCD	Rio Hondo College	Whittier	CA	90601
72	Riverside CCD	Moreno Valley College	Moreno Valley	CA	92551
73	Riverside CCD	Norco College	Norco	CA	92860
74	Riverside CCD	Riverside City College	Riverside	CA	92506
75	San Bernardino CCD	Crafton Hills College	Yucaipa	CA	92399
76	San Bernardino CCD	San Bernardino Valley College	San Bernardino	CA	92410
77	San Diego CCD	San Diego City College	San Diego	CA	92101
78	San Diego CCD	San Diego Mesa College	San Diego	CA	92111
79	San Diego CCD	San Diego Miramar College	San Diego	CA	92126
80	San Francisco CCD	City College of San Francisco	San Francisco	CA	94112
81	San Joaquin Delta CCD	San Joaquin Delta College	Stockton	CA	95207
82	San Jose-Evergreen CCD	Evergreen Valley College	San Jose	CA	95135
83	San Jose-Evergreen CCD	San Jose City College	San Jose	CA	95128
84	San Luis Obispo County CCD	Cuesta College	San Luis Obispo	CA	93403
85	San Mateo County CCD	Cañada College	Redwood City	CA	94061
86	San Mateo County CCD	College of San Mateo	San Mateo	CA	94402
87	San Mateo County CCD	Skyline College	San Bruno	CA	94066
88	Santa Barbara CCD	Santa Barbara City College	Santa Barbara	CA	93109
89	Santa Clarita CCD	College of the Canyons	Santa Clarita	CA	91355
90	Santa Monica CCD	Santa Monica College	Santa Monica	CA	90405
91	Sequoias CCD	College of the Sequoias	Visalia	CA	93277

92	Shasta-Tehama-Trinity Joint CCD	Shasta College	Redding	CA	90405
93	Sierra Joint CCD	Sierra College	Rocklin	CA	95677
94	Siskiyou Joint CCD	College of the Siskiyous	Weed	CA	96094
95	Solano CCD	Solano Community College	Fairfield	CA	94534
96	Sonoma County JCD	Santa Rosa Junior College	Santa Rosa	CA	95401
97	South Orange County CCD	Irvine Valley College	Irvine	CA	92720
98	South Orange County CCD	Saddleback College	Mission Viejo	CA	92692
99	Southwestern CCD	Southwestern College	Chula Vista	CA	91910
100	State Center CCD	Clovis College	Fresno	CA	93730
101	State Center CCD	Fresno City College	Fresno	CA	93741
102	State Center CCD	Reedley College	Madera	CA	93938
103	Ventura County CCD	Moorpark College	Moorpark	CA	93201
104	Ventura County CCD	Oxnard College	Oxnard	CA	93033
105	Ventura County CCD	Ventura College	Ventura	CA	93003
106	Victor Valley CCD	Victor Valley College	Victorville	CA	92392
107	West Hills CCD	West Hills College Coalinga	Coalinga	CA	93210
108	West Hills CCD	West Hills College Lemoore	Lemoore	CA	93245
109	West Kern CCD	Taft College	Taft	CA	93268
110	West Valley-Mission CCD	Mission College	Santa Clara	CA	95054
111	West Valley-Mission CCD	West Valley College	Saratoga	CA	95070
112	Yosemite CCD	Columbia College	Sonora	CA	95370
113	Yosemite CCD	Modesto Junior College	Modesto	CA	95350
114	Yuba CCD	Woodland Community College	Woodland	CA	95776
115	Yuba CCD	Yuba College	Marysville	CA	95901

**Exhibit E, Section 2
Supplier Resources and References**

List of Association of Independent California Colleges & Universities (AICCU)

	Institution	City	State	Zip
1	American Jewish University	Bel Air	CA	90077
2	Antioch University	Culver City	CA	90230
3	Art Center College of Design	Pasadena	CA	91103
4	Azusa Pacific University	Azusa	CA	91702
5	Biola University	La Mirada	CA	90639
6	Brandman University	Irvine	CA	92618
7	California Baptist University	Riverside	CA	92504
8	California College of the Arts	San Francisco	CA	94107
9	California Institute of Integral Studies	San Francisco	CA	94103
10	California Institute of Technology	Pasadena	CA	91125
11	California Institute of the Arts	Valencia	CA	91355
12	California Lutheran University	Thousand Oaks	CA	91360
13	Chapman University	Orange	CA	92866
14	Charles R. Drew University	Los Angeles	CA	90059
15	Chicago School of Professional Psychology	Los Angeles	CA	90017
16	Claremont Graduate University	Claremont	CA	91711
17	Claremont McKenna College	Claremont	CA	91711
18	Columbia College Hollywood	Tarzana	CA	91356
19	Concordia University Irvine	Irvine	CA	92612
20	Dominican University of California	San Rafael	CA	94901
21	Fielding Graduate University	Santa Barbara	CA	93105
22	Fresno Pacific University	Fresno	CA	93702
23	Golden Gate University	San Francisco	CA	94105
24	Harvey Mudd College	Claremont	CA	91711
25	Holy Names University	Oakland	CA	94619
26	Humphreys University	Stockton	CA	95207
27	International Technological University	San Jose	CA	95134
28	John F. Kennedy University	Pleasant Hill	CA	94523
29	John Paul the Great Catholic University	Escondido	CA	92025
30	Keck Graduate Institute	Claremont	CA	91711
31	La Sierra University	Riverside	CA	92505
32	Laguna College of Art + Design	Laguna Beach	CA	92651
33	Life Pacific College	San Dimas	CA	91733
34	Loma Linda University	Loma Linda	CA	92350
35	Los Angeles Pacific University	San Dimas	CA	91733
36	Loyola Marymount University	Los Angeles	CA	90045
37	Marymount California University	Rancho Palos Verdes	CA	90275
38	Menlo College	Atherton	CA	94027
39	Mills College	Oakland	CA	94613

40	Mount Saint Mary's University	Los Angeles	CA	90049
41	National University	San Diego	CA	92037
42	Notre Dame de Namur University	Belmont	CA	94002
43	Occidental College	Los Angeles	CA	90041
44	Otis College of Art and Design	Los Angeles	CA	90045
45	Pacific McGeorge School of Law	Sacramento	CA	95817
46	Pacific Oaks College	Pasadena	CA	91103
47	Pacific Union College	Angwin	CA	94508
48	Palo Alto University	Palo Alto	CA	94304
49	Pepperdine University	Malibu	CA	90263
50	Pitzer College	Claremont	CA	91711
51	Point Loma Nazarene University	San Diego	CA	92106
52	Pomona College	Claremont	CA	91711
53	Providence Christian College	Pasadena	CA	91104
54	Saint Mary's College of California	Moraga	CA	94556
55	Samuel Merritt University	Oakland	CA	94609
56	San Diego Christian College	Santee	CA	92071
57	San Francisco Art Institute	San Francisco	CA	94133
58	San Francisco Conservatory of Music	San Francisco	CA	94102
59	Santa Clara University	Santa Clara	CA	95050
60	Saybrook University	Oakland	CA	94612
61	Scripps College	Claremont	CA	91711
62	Simpson University	Redding	CA	96003
63	Soka University of America	Aliso Viejo	CA	92656
64	Southern California Institute of Architecture	Los Angeles	CA	90013
65	Southern California University of Health Sciences	Whittier	CA	90604
66	Stanford University	Stanford	CA	94305
67	TCS Education System	Oakland	CA	94612
68	The Master's University	Santa Clarita	CA	91321
69	Thomas Aquinas College	Santa Paula	CA	93060
70	Tuoro University California	Vallejo	CA	94592
71	University of La Verne	La Verne	CA	91750
72	University of Redlands	Redlands	CA	92374
73	University of Saint Katherine	San Marcos	CA	92069
74	University of San Diego	San Diego	CA	92110
75	University of San Francisco	San Francisco	CA	94117
76	University of Southern California	Los Angeles	CA	90089
77	University of the Pacific	Stockton	CA	95211
78	University of the West	Rosemead	CA	91700
79	Vanguard University of Southern California	Costa Mesa	CA	92626
80	Western University of Health Sciences	Pomona	CA	91766
81	Westmont College	Santa Barbara	CA	93108
82	Whittier College	Whittier	CA	90608
83	William Jessup University	Rocklin	CA	95765
84	Woodbury University	Burbank	CA	91504



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Exhibit F

Accessibility & Technology Infrastructure

For access to Supplier Response to Online Academic Integrity
Technologies/Services RFP, please contact:

CollegeBuys Contracts
cbcontracts@foundationccc.org

OR

Jorge Burwick
Manager of CollegeBuys
jburwick@foundationccc.org

Exhibit F

Accessibility & Technology Infrastructure

1. **ADA / Accessibility.** With respect to ADA compliance, the vendor shall have the following capabilities.
 - a) Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.0, Level AA (<http://www.w3.org/TR/WCAG20/>) specifications.
 - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
 - c) Provide support for multi-modal advanced communications services to facilitate communications between individuals using digital text, audio, and video.
 - d) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
 - e) On an annual basis, provide an updated VPAT.
 - f) Supplier commits to third party review of accessibility from providers listed in this Exhibit demonstrating compliance with Section 508 and WCAG 2.0 AA standards, within 12-months of contract execution.

2. **Accessibility Clause.** Supplier warrants that their software, products and services adhere to *Section 508 of the Rehabilitation Act of 1973* and is fully compliant with the Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) standards for accessibility. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If portions of the software or user experience are discovered to be non-compliant at any point, the Foundation (on behalf of the Chancellor's Office or other colleges/agencies participating under this agreement) will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.

3. **Security.** Supplier shall provide Licensee with general system security including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Vendor employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.

4. **Data Security.** Vendor has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of User Data and to reasonably protect against anticipated threats or hazards to the security or integrity of User Data, and against unauthorized access to, use or disclosure of User Data.

5. **Security Updates.**
 1. Participating Agency will be notified of any changes to Supplier security policies with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.

2. Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier's security compliance.
6. **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier's business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier's work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, ("IT Assets") are the Participating Agency's property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency's business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.
7. **Data Sharing.**
 1. All data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency. Data shared with third party companies remains the sole property of Participating Agency.
 2. Data shared or collected must be stored in the United States of America.
 3. All PII Data must be encrypted at all times, both at rest and in transit.
 4. Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption based protocol. Under no circumstances will the parties share employee Personally Identifiable Information via non-secure methods such as public email.
 5. Data will be shared at mutually agreed upon times between the parties.
 6. Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.
 7. Participating Agency will share contact information regarding Carriers and Products limited to Carrier Name, Carrier Product, Contact Name, Phone Number, Title, and Email Address.
 8. All data collected, stored, transmitted, and/or otherwise shared between the District and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.
8. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any

confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier.

9. **Business and Other Proprietary Information.** Vendor agrees that business and other proprietary information of any type generated in connection with work related to the Participating Agency's operations is confidential. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and personal information related to the Participating Agency's employees or clients/customers/students. "Personal information" is defined broadly to include any and all information that could be used to identify an individual or could cause harm to the individual (e.g. photographs, email addresses, passwords, social security numbers, credit card information, etc.). Such information will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Vendor's relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Vendor promises to return or destroy all business and other proprietary information to the Participating Agency within 14 days after termination of the relationship between the parties.
10. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Participating Agency Data and Institution Applications except for rights granted to Vendor and its affiliates under this Agreement. Notwithstanding the foregoing, Participating Agency agrees that Vendor may collect and provide non-specific, aggregated, statistical data regarding Participating Agency's use of the Application Service to third parties. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Vendor shall return all Participating Agency Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency's option.
11. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Vendor all Licensed Software/Technology and Documentation provided to Licensee, as well as any and all copies thereof. Vendor agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored in the Licensed System. Upon Licensee's receipt of the data, Vendor will certify that all Licensee data has been thoroughly and completely removed from the Licensed System.
12. **Nondisclosure of User Data.** Vendor shall hold all User Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use User Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. Vendor shall not disclose User Data to any other party except: (a) to Vendor employees, agents, subcontractors and service providers, to whom User Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order;

(c) protect the rights or property of Vendor or Vendor customers, including the enforcement of Vendor agreements or policies governing Institution's use of the Service; or (d) as authorized by Institution in writing. Vendor shall undertake efforts reasonably calculated to ensure that Vendor employees, agents, and subcontractors with access to User Data are aware of Vendor's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

Proctorio Accessibility Conformance Report

VPAT® Version 2.0 – October 2017

Name of Product/Version: Proctorio

Date: 2/23/2018

Evaluation Methods Used: Windows 10 64-bit + Chrome + NVDA

Contact for more information: Deque Systems, Susan.Hewitt@deque.com

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0, at http://www.w3.org/TR/2008/REC-WCAG20-20081211/	Level A (Yes) Level AA (Yes) Level AAA (No)
Section 508 as published in 2017, at http://www.Section508.gov	(Yes)
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, at http://mandate376.standards.eu/standard	(No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Supports with Exceptions:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Chapter 10 - Non-Web documents, Section 11.2.1- Non-Web Software (excluding closed functionality), and Section 11.2.2 - Non-Web Software (closed functionality).
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.1 (Web) • 10.2.1 (non-web document) • 11.2.1.1 (Software) • 11.2.2.1 (Closed Functionality Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>	<p>Web: All non-text content has sufficient alternative equivalents. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p> <p>Also applies to: EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.2 (Web) • 10.2.2 (non-web document) • 11.2.1.2 (Software) • 11.2.2.2.1 and 11.2.2.2.2 (Closed Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: n/a Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>	<p>Web: The pages contain no prerecorded audio or video. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>
<p>1.2.2 Captions (Prerecorded) (Level A)</p>	<p>Web: n/a</p>	<p>Web: The pages contain no audio content.</p>

Criteria	Conformance Level	Remarks and Explanations
<p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.3 (Web) • 10.2.3 (non-web document) • 11.2.1.3 (Software) • 11.2.2.3 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>	<p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.4 (Web) • 10.2.4 (non-web document) • 11.2.1.4 (Software) • 11.2.2.4 (Closed Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: n/a</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Closed: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: The pages contain no video content.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Closed: n/a</p> <p>Authoring Tool: n/a</p>
<p><u>1.3.1 Info and Relationships</u> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.7 (Web) • 10.2.7 (non-web document) • 11.2.1.7 (Software) • 11.2.2.7 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Closed: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: Semantic structure and navigation are maintained in different presentations.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Closed: n/a</p> <p>Authoring Tool: n/a</p>
<p><u>1.3.2 Meaningful Sequence</u> (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p>	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p>	<p>Web: Reading order and focus order of active elements is logical regardless of how the user is interacting with the site.</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 9.2.8 (Web) • 10.2.8 (non-web document) • 11.2.1.8 (Software) • 11.2.2.8 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Authoring Tool: n/a	Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>1.3.3 Sensory Characteristics (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.9 (Web) • 10.2.9 (non-web document) • 11.2.1.9 (Software) • 11.2.2.9 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Perceptive senses are not required to interact with the page. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>1.4.1 Use of Color (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.10 (Web) • 10.2.10 (non-web document) • 11.2.1.10 (Software) • 11.2.2.10 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Color isn't used as the sole means to convey information. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>1.4.2 Audio Control (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.11 (Web) 	Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: The pages contain no audio content. Electronic Docs: n/a Software: n/a Authoring Tool: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 10.2.11 (non-web document) • 11.2.1.11 (Software) • 11.2.2.11 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>2.1.1 Keyboard (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.15 (Web) • 10.2.15 (non-web document) • 11.2.1.15 (Software) • 11.2.2.15 (Closed Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Closed: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: Content can operated by keyboards and alternative keyboard interfaces.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>
<p>2.1.2 No Keyboard Trap (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.16 (Web) • 10.2.16 (non-web document) • 11.2.1.16 (Software) • 11.2.2.16 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: Users who do not use a mouse or pointing device can navigate through the page without becoming trapped.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>
<p>2.2.1 Timing Adjustable (Level A)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.17 (Web) • 10.2.17 (non-web document) • 11.2.1.17 (Software) 	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: User sessions do not end without sufficient warning.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.2.17 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>2.2.2 Pause, Stop, Hide (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.18 (Web) • 10.2.18 (non-web document) • 11.2.1.18 (Software) • 11.2.2.18 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: No content moves for longer than five seconds. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>2.3.1 Three Flashes or Below Threshold (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.19 (Web) • 10.2.19 (non-web document) • 11.2.1.19 (Software) • 11.2.2.19 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: There is no flashing content present. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>2.4.1 Bypass Blocks (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.20 (Web) • 10.2.20 (non-web document) – Does not apply • 11.2.1.20 (Software) – Does not apply 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Users have the ability to navigate past repetitive navigation blocks directly to the main content. Electronic Docs: n/a Software: n/a Authoring Tool: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.2.20 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 		
<p>2.4.2 Page Titled (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.21 (Web) • 10.2.21 (non-web document) • 11.2.1.21 (Software) - Does not apply • 11.2.2.21 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: The pages have descriptive titles. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>2.4.3 Focus Order (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.22 (Web) • 10.2.22 (non-web document) • 11.2.1.22 (Software) • 11.2.2.22 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Users can navigate through active elements in a logical order. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
<p>2.4.4 Link Purpose (In Context) (Level A)</p> Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.23 (Web) • 10.2.23 (non-web document) • 11.2.1.23 (Software) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: The purpose of links is clear when included with their surrounding content. Electronic Docs: n/a Software: n/a Authoring Tool: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.2.23 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
3.1.1 Language of Page (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.27 (Web) • 10.2.27 (non-web document) • 11.2.1.27 (Software) • 11.2.2.27 (Closed Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a	Web: The default language of each page is correctly indicated with language attributes. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a
3.2.1 On Focus (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.29 (Web) • 10.2.29 (non-web document) • 11.2.1.29 (Software) • 11.2.2.29 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Moving focus on the page(s) does not trigger any unexpected change of context. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
3.2.2 On Input (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.30 (Web) • 10.2.30 (non-web document) • 11.2.1.30 (Software) • 11.2.2.30 (Closed Software) – Does not apply 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: No substantial changes without warning are made to the page(s) when users interact with controls. Electronic Docs: n/a Software: n/a Authoring Tool: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
3.3.1 Error Identification (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.33 (Web) • 10.2.33 (non-web document) • 11.2.1.33 (Software) • 11.2.2.33 (Closed Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: n/a Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a	Web: The pages require no user input. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a
3.3.2 Labels or Instructions (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.34 (Web) • 10.2.34 (non-web document) • 11.2.1.34 (Software) • 11.2.2.34 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Buttons have labels visible to all users. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
4.1.1 Parsing (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.37 (Web) • 10.2.37 (non-web document) • 11.2.1.37 (Software) • 11.2.2.37 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a	Web: Content mark-up is well-formed with unique ID attributes and properly nested tags. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 		
4.1.2 Name, Role, Value (Level A) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> 9.2.38 (Web) 10.2.38 (non-web document) 11.2.1.38 (Software) 11.2.2.38 (Closed Software) – Does not apply 11.6.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Supports Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a	Web: All user interface controls are assigned a correct role, have an accessible name, and convey their state to assistive technology. Electronic Docs: n/a Software: n/a Authoring Tool: n/a

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> 9.2.5 (Web) 10.2.5 (non-web document) 11.2.1.5 (Software) 11.2.2.5 (Closed Software) – Does not apply 11.6.2 (Authoring Tool) 12.1.2 (Product Docs) 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: There is no live audio or video content. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
1.2.5 Audio Description (Prerecorded) (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> 9.2.6 (Web) 	Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: There is no video content. Electronic Docs: n/a Software: n/a Authoring Tool: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 10.2.6 (non-web document) • 11.2.1.6 (Software) • 11.2.2.6 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>1.4.3 Contrast (Minimum) (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.12 (Web) • 10.2.12 (non-web document) • 11.2.1.12 (Software) • 11.2.2.12 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a</p>	<p>Web: All content meets the minimum color contrast luminosity ratio of 4.5:1 for regular-sized and 3:1 for large text (sized above 18pt or 14pt bold and above.) Electronic Docs: n/a Software: n/a Authoring Tool: n/a</p>
<p>1.4.4 Resize text (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.13 (Web) • 10.2.13 (non-web document) • 11.2.1.13 (Software) • 11.2.2.13 (Closed Software) • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>	<p>Web: Users can resize text up to 200% without using magnification software and not lose functionality or understandability. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>
<p>1.4.5 Images of Text (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.14 (Web) • 10.2.14 (non-web document) • 11.2.1.14 (Software) 	<p>Web: Supports Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>	<p>Web: Graphics are not used to represent text that can be presented as actual text. Electronic Docs: n/a Software: n/a Closed: n/a Authoring Tool: n/a</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.2.14 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		
<p>2.4.5 Multiple Ways (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.24 (Web) • 10.2.24 (non-web document) – Does not apply • 11.2.1.24 (Software) – Does not apply • 11.2.2.24 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	<p>Web: n/a</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: The pages are steps in process so this success criterion is not applicable.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>
<p>2.4.6 Headings and Labels (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.25 (Web) • 10.2.25 (non-web document) • 11.2.1.25 (Software) • 11.2.2.25 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: Headings and control labels are sufficiently descriptive.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>
<p>2.4.7 Focus Visible (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.26 (Web) • 10.2.26 (non-web document) 	<p>Web: Supports</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p> <p>Authoring Tool: n/a</p>	<p>Web: Focus is clearly visible as you navigate through active elements using a keyboard.</p> <p>Electronic Docs: n/a</p> <p>Software: n/a</p>

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 11.2.1.26 (Software) • 11.2.2.26 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 		Authoring Tool: n/a
3.1.2 Language of Parts (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.28 (Web) • 10.2.28 (non-web document) • 11.2.1.28 (Software) – Does not apply • 11.2.2.28 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: There is no change of language within the content. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
3.2.3 Consistent Navigation (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.31 (Web) • 10.2.31 (non-web document) – Does not apply • 11.2.1.31 (Software) – Does not apply • 11.2.2.31 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) 2017 Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: Controls and navigational elements are located consistently throughout the pages. Electronic Docs: n/a Software: n/a Authoring Tool: n/a
3.2.4 Consistent Identification (Level AA) Also applies to: EN 301 549 Criteria <ul style="list-style-type: none"> • 9.2.32 (Web) 	Web: Supports Electronic Docs: n/a Software: n/a Authoring Tool: n/a	Web: User interface components are consistently identified throughout the pages. Electronic Docs: n/a

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • 10.2.32 (non-web document) – Does not apply • 11.2.1.32 (Software) – Does not apply • 11.2.2.32 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 		<p>Software: n/a Authoring Tool: n/a</p>
<p>3.3.3 Error Suggestion (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.35 (Web) • 10.2.35 (non-web document) • 11.2.1.35 (Software) • 11.2.2.35 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a</p>	<p>Web: Pages do not require user input. Electronic Docs: n/a Software: n/a Authoring Tool: n/a</p>
<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)</p> <p>Also applies to:</p> <p>EN 301 549 Criteria</p> <ul style="list-style-type: none"> • 9.2.36 (Web) • 10.2.36 (non-web document) • 11.2.1.36 (Software) • 11.2.2.36 (Closed Software) – Does not apply • 11.6.2 (Authoring Tool) • 12.1.2 (Product Docs) • 12.2.4 (Support Docs) <p>2017 Section 508</p> <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	<p>Web: n/a Electronic Docs: n/a Software: n/a Authoring Tool: n/a</p>	<p>Web: No applicable user input is required. Electronic Docs: n/a Software: n/a Authoring Tool: n/a</p>

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Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision		
302.2 With Limited Vision		
302.3 Without Perception of Color		
302.4 Without Hearing		
302.5 With Limited Hearing		
302.6 Without Speech		
302.7 With Limited Manipulation		
302.8 With Limited Reach and Strength		
302.9 With Limited Language, Cognitive, and Learning Abilities		

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		

Criteria	Conformance Level	Remarks and Explanations
502.3.8 Text		
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences		
503.3 Alternative User Interfaces		
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See WCAG 2.0 section	See information in WCAG section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation		
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		

Criteria	Conformance Level	Remarks and Explanations
603.3 Accommodation of Communication Needs		

CERTIFIED THIRD-PARTY ACCESSIBILITY PROVIDERS

Tenon

Contact: Patrick McGovern, Account Manager

E-mail: patrick@tenon.io

Phone: 216-496-3481

Website: <https://tenon.io/>

Tech 4 All Consulting

Contact: Rick Bowes

E-mail: rbowes@tfaconsulting.com

Phone: 781-934-7432

Website: www.tfaconsulting.com

The Paciello Group

Contact: Brian Landrigan

E-mail: blandrigan@paciellogroup.com

Phone: 603-882-4122

Website: www.paciellogroup.com

Knowbility

Contact: Ron Hicks, Business Development Director

E-mail: ronhicks@knowbility.org

Phone: 512-527-3138, ext. 101

Website: www.knowbility.org

Level Access (formerly SSB Bart-Group)

Contact: Jason Crossett, Account Manager

E-mail: jason.crossett@ssbbartgroup.com

Phone: 415-579-9619

Website: <https://www.levelaccess.com/>

AccessibilityOz

Contact: Gian Wild, CEO

E-mail: gian@accessibilityoz.com

Phone: 206-701-6363 (Cell US) / 042 442 6262 (Cell Australia)

Website: www.accessibilityoz.com

Deque

Contact: Stefani Cuschnir, Business Development Manager

E-mail: stefani.cuschnir@deque.com

Phone: 703-909-8084

Website: www.deque.com

Equal Entry

Contact: Elise Cooper

E-mail: elise@equalentry.com

Website: www.equalentry.com

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FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Contract Amendments and Requests



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

PROCTORIO INC

*Agreement No. 00002232
Amendment #1*

Effective **August 1st, 2019**, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and **Proctorio Inc.**, entered into an Administrative Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Public or Private Agencies.

WHEREAS, the parties now wish to amend the terms to include the following language within Exhibit B (Pricing) for invoicing consent and invoicing.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement as follows:

1. **Addendum to Exhibit B (Pricing) Section 2.1 Invoicing Consent.** Contingent upon availability of funds each fiscal year, the California Community Colleges Online Education Initiative (CVC-OEI) will make an initial procurement of \$600,000 equivalent to 40,000 licenses on a per user per LMS basis. Thereafter within each fiscal year, Supplier must obtain prior written consent from the Executive Director of the CVC-OEI prior to Supplier issuance of additional licenses to any CVC-OEI institutions wherein CVC-OEI is the sponsor of the bulk procurement. The written consent must express the CVC-OEI’s desire to procure additional licenses in increments of 500 licenses, and maximum amount to be spent. Upon receipt of written consent, Supplier will issue a quote to the CVC-OEI utilizing the Agreement’s leveraged pricing. Contingent upon approval of the Board of Trustees of the Foothill-De Anza Community College District, host district of the CVC-OEI, the Supplier will coordinate the distribution of additional licenses with the CVC-OEI.

CVC-OEI institutions and non-CVC-OEI institutions may procure from Supplier at their own discretion as long as funding is independent of CVC-OEI financial support. Supplier may not invoice CVC-OEI for expenses incurred by CVC-OEI institutions procuring licenses independently, except when Supplier successfully obtains aforementioned written consent from the

Executive Director of the CVC-OEI explicitly stating consent to be billed, and upon approval of the Board of Trustees of the Foothill-De Anza Community College District. Thereafter, Supplier will coordinate with CVC-OEI regarding the appropriated distribution of the licenses, in a manner CVC-OEI desires. Supplier may not invoice the CVC-OEI for expenses incurred by non-CVC-OEI institutions.

Throughout the duration of CVC-OEI's fiscal year, Supplier will notify CVC-OEI when remaining unused licenses are 1,000 licenses or less to allow the CVC-OEI to plan and determine any additional needs from the Supplier.

- Addendum to Exhibit B (Pricing) Section 2.2 Invoicing.** Supplier will issue invoices to CVC-OEI that clearly indicate the amount of procurement based on the Agreement's leveraged pricing with correlating amount of licenses. Supplier will clearly indicate in the Notes section of the invoices how many users and the rate being charged.

All other terms of the Agreement shall remain unchanged and in full force and effect.

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

PROCTORIO INC.

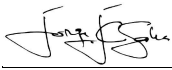
By: 
michael.olsen (Jan 17, 2020)

Print Name: Mike Olson

Title: CEO & Founder

Date: Jan 17, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**


By: 

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: Jan 17, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Jan 16, 2020



FOUNDATION for CALIFORNIA
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AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

PROCTORIO INC

Agreement No. 00002232

Amendment No. 02

Effective **August 1, 2019**, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and **Proctorio Inc** entered into an Administrative Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, the parties now wish to amend the terms of the Agreement as indicated below.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement by adding the following:

1. **Addendum to Exhibit B (Pricing & Additional Services and Capabilities)**. Contingent upon availability of funds in the current fiscal year, the California Virtual Campus - Online Education Initiative (CVC - OEI), on behalf of the California Community Colleges system, shall purchase unlimited license access to Proctorio for all California Community Colleges for the remainder of the 2019-2020 fiscal year (March 19, 2020 to June 30, 2020).

The cost for unlimited license access is not to exceed \$500,000.00 for the applicable service period. Due to unlimited license access, Supplier will not invoice CVC-OEI for any overages in the 2019-2020 fiscal year.

All other terms of the Agreement shall remain unchanged and in full force and effect.

Signature Page to Follow

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

PROCTORIO INC

By: *Michael Olsen*
Michael Olsen (Mar 19, 2020)

Print Name: Mike Olson

Title: CEO & Founder

Date: Mar 19, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: *Jorge J.C. Sales*

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: Mar 19, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: *Joseph Quintana*

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Mar 19, 2020



AMENDED ADMINISTRATIVE SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

PROCTORIO INC.

00002232

Amendment #3

Effective **August 1, 2019**, the Foundation for California Community Colleges (“Foundation”), a 501(c)(3) nonprofit organization, and **Proctorio Inc.** entered into an Administrative Services Agreement (“Agreement”) for the purpose of providing certain products and services to Participating Agencies.

WHEREAS, President Donald J. Trump declared a state of national emergency on March 13, 2020 in response to the COVID-19 crisis and this declaration authorized the Department of Homeland Security’s Federal Emergency Management Agency (FEMA) to provide federal assistance to state, tribal, and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency protective measures (Category B), including direct federal assistance under Public Assistance, for all areas affected by COVID-19 in the state of California;

WHEREAS, subsequent to the President’s March 13, 2020 declaration, FEMA issued a Fact Sheet addressing procurements made during a period of exigent or emergency circumstances directly related to COVID-19, recognizing that procurement may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe;

WHEREAS, non-Federal, non-State entities, including Institutions of Higher Education (IHEs) and Private Nonprofit Organizations (PNPs), may use federal funds to pay or reimburse their expenses for equipment or services under a contract using FEMA funds as long as they contain the required and applicable clauses provided in *Appendix II to the Uniform Rules* (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) *under 2 C.F.R. § 200.326* ([link](#));

WHEREAS, the Foundation (a PNP) wishes to amend Agreement to contain said clauses for the purposes of allowing California Community Colleges (federally designated as IHEs, and party to this

agreement as Participating Agencies, pursuant to California Public Contract Code Section 20652) the opportunity to seek reimbursement through FEMA's Public Assistance Program;

WHEREAS, reimbursement is contingent upon FEMA approval and cannot be guaranteed by the Foundation; and

WHEREAS, the Foundation's bidding and contracting processes are in accordance with *California's Public Contract Code* ([link](#)) and meets both federal Interagency and Cooperative Agreement distinctions utilized by Participating Agencies via piggyback procurement action;

WHEREAS, the following provisions shall modify, delete, and/or add to the Terms and Conditions and General Provisions. Where any article, paragraph, or subparagraph in the Terms and Conditions and General Provisions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the following paragraphs shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Terms and Conditions and General Provisions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

NOW, THEREFORE, the parties by mutual consent hereby amend the Agreement as follows:

1. REMEDIES

This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

- a. *General Indemnification.* Supplier shall indemnify the Foundation for California Community Colleges and its agents, representatives, officers, consultants, employees for claims arising out of death, injury or property damage due to the failure of product to conform to specifications. Supplier liability shall be limited to gross price of the goods on the relevant purchase order and Supplier shall not be liable for consequential damages.

2. TERMINATION FOR CAUSE AND CONVENIENCE

This Agreement may be terminated by the Foundation or Contractor, for any reason, without penalty, at any time by providing the other party with written notice of the termination at least thirty (30) days in advance.

The payment obligations of the purchaser must be complied with, as set forth in the Agreement.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. *Overtime Requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

- c. *Withholding for Unpaid Wages and Liquidated Damages.* The Participating Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Clean Air Act

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The Contractor agrees to report each violation to the Participating Agency and understands and agrees that the Participating Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to the Participating Agency and understands and agrees that the Participating Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Participating Agency. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Participating Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7. BYRD ANTI LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, attached hereto as Attachment 1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired -
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program/>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Participating Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Participating Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. COMPLIANCE WITH FEDERAL LAW, REQUISITIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

All other terms of the Agreement shall remain unchanged and in full force and effect.

[Signature page to follow.]

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

PROCTORIO INC.

By: *Michael Olsen*
Michael Olsen (May 27, 2020 21:26 PDT)

Print Name: Michael Olsen

Title: CEO & Founder

Date: May 27, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: *Jorge J.C. Sales*

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: May 28, 2020

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: *Joseph Quintana*

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: May 28, 2020

ATTACHMENT 1

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Proctorio, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Michael Olsen

Michael Olsen (May 27, 2020 21:26 PDT)

Signature of Contractor's Authorized Official

Michael Olsen

Name of Contractor's Authorized Official

CEO & Founder

Title of Contractor's Authorized Official

May 27, 2020

Date