



**Bid Summary Response to Request
for ACCS 2022 JPA RFB**

**ACCS 2022 JPA
PROCUREMENT OFFICER:
Tokrica Mack, IT Division – JPA Administrator**



**PROPOSALS MUST BE RECEIVED BEFORE:
February 11, 2022, 4:00pm CST**

Attn: Tokrica Mack
Alabama Community College System
Attn: Joint Purchase Agreement Initiative
135 South Union Street Suite#135
Montgomery, Alabama 36104

**Prepared by:
Biometric Signature ID
708 Valley Ridge Circle Suite 8
Lewisville, TX 75057**

Please refer all inquiries to:

Jeff Maynard – President – jeff@biosig-id.com - 972-436-6862

A. LETTER OF TRANSMITTAL

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- A. Identify the submitting organization
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization
- C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- D. Identify the names, titles and telephone numbers of persons to be contacted for clarification
- E. Explicitly indicate acceptance of the Conditions Governing the Procurement
- F. Be signed by the person authorized to contractually obligate the organization
- G. Acknowledge receipt of any and all amendments to this RFB.

February 2, 2022

Alabama Community College System
Joint Purchase Agreement Initiative
135 South Union Street Suite #135
Montgomery, Alabama 36104

Reference: Request for Bid #: ACCS-2022-01

Biometric Signature ID (BSI) a cyber security company is pleased to respond to the Request for Bid from Alabama Community College System (ACCS) regarding a Joint Purchasing Agreement for Software. BSI offers the “Only Software Biometric Password You Write” that prevents unauthorized access and theft for the following use cases:

1. Student ID authentication & privacy sparring online proctoring system
2. Securely lock down any Windows device using ID biometric authentication log in software
3. Verification of gov’t issued credentials to a real time selfie for ID assurance

How it works:

- *The simple change from typing to writing your password prevents access to contract cheaters and imposters.*
- *Users create a 4-character password using a finger or mouse on a drawing pad appearing on devices at log in.*
- *As you create your password, your distinct biometric writing patterns including angle, speed, length, order etc. are compared to your initial enrollment template.*
- *If your unique pattern does not match, imposters are stopped from accessing any gradable event or access to Windows workstations.*
- *Writing four characters is all it takes to keep your students from cheating, data and records safe.*
- *Use BioSig-ID™ on any device, no software downloads or additional hardware required.*

With our patented technology, clients avoid all the privacy violations, race/gender bias, and all the collection of data remote proctoring companies collect. Software controls who gets access and we can be used to prevent cheating at all cheating opportunities like tests, quizzes, paper submissions, discussion threads as well as exams. This is well beyond the scope of remote proctoring companies. Users have completed over 60M ID verifications, to prevent unauthorized access at log in to stop cheating and fraud. BSI has a client retention rate of 97%.

In Higher ed, we specialize in user identity authentication, that prevents contract cheaters and other helpers from doing their work for them. Our technology is the only one on the market that can gate any gradable assessment to stop cheating at the source – ACCESS. If they cannot gain access to the test, exam quiz, discussion thread, attendance etc.. cheating is stopped. BSI has also developed remarkable technology that finds contract cheaters with our forensics and provides granular reports of this activity for next action steps.

This technology is very simple to use taking 2-3 minutes to enroll and thereafter 5 seconds to validate your identity before you are permitted access to your gradable event. If you are a contract cheater or helper, you must reproduce the “drawing” patterns of the student and this is near impossible 99.97% of the time. The remaining percentage we catch using our forensics reports. We prevent

cheating right at the access points, saving faculty and administration time and effort. In either case, our dedicated division of SME's provides real time notifications and reports detailing the cheating attempts we prevented and those who persevered and successfully cheated.

Since typed passwords are easy too share contract cheating (CBS news), is now estimated to be a \$1B industry. <https://vimeo.com/611975238/8cd07be2e9> This does not include exam cheating, but cheating that occurs at other opportunities where moms, dads and contract cheaters assist in completing tests, quizzes, discussion threads or attendance taking..

Remote proctoring companies are not designed to catch cheating in all the areas we do, nor are they able to uncover the patterns of contract cheating like we can. We have caught 1,000's of cheaters. Here is recent example in the news where BSI uncovered a massive contract cheating ring. [State Regulators Settle with Hundreds of Mortgage Loan Originators over SAFE Act Education Requirements | CSBS](#)

BSI also provides an exam monitoring technology that uses "Face Anonymization". This product is for faculty who wish to have a proctoring product with web cam. Unlike other web cam monitoring systems, this product avoids privacy issues, race and gender bias. BioSight-ID blurs students faces and uses face "detection" only. Since we use BioSig-ID to authenticate identity before they access to the exam there is no need to do 360 room pan, collect your DL, collect your face image, take control of your PC and more. What a relief for the students!

Throughout this proposal we address ACCS's Request for Bid requirements, describing our company, the features and approaches that BSI has developed to provide the most user-friendly, intuitive, and advanced Student Authentication and Online Proctoring product on the market.

Submitting Organization

Legal Business Name	JC Lads dba Biometric Signature ID
Address, Phone, and Fax Number	708 Valley Ridge Circle Ste 8
Primary Contact & Contact for Clairfications	Jeff Maynard President & CEO Jeff@biosig-id.com Cell : 214-244-7679
Contact with Negotiation & Contractual Authorization	Jeff Maynard President & CEO Jeff@biosig-id.com Cell : 214-244-7679

Conditions Governing the Procurement

Please see Appendix A "Terms and Conditions Disclaimer."

Letter Signed by Authorized Individual

The signatory for the Transmittal Letter Jeff Maynard – President of Biometric Signature ID

As the signatory of BSI's offer to ACCS, he is legally authorized by BSI. to commit the organization contractually.

RFB Amendments

BSI did not receive any amendments.

We appreciate this opportunity to tell you about BSI and our products. If you have any questions or require additional information, please feel free to contact me. Thank you!

Sincerely,

Jeff Maynard
President/CEO

B. EVALUATION SUBMISSION FORM

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid. Vendor Contact Information This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to JPA- Notification@accs.edu.

Vendor Name: Biometric Signature ID

Date: February 6, 2022

Website Address: <https://biosig-id.com/>

	NAME(S)	PHONE NUMBER(S)	E-Mail Address(s)
Primary Contract Executive(s)	Jeff Maynard	469-480-0844	jeff@biosig-id.com
Senior Account/Sales Manager(s) (by region if necessary)	Tyer Weiland	972-571-7834	Tyler.Weiland@biosig-id.com
Account/Sales Manager(s) (by region if necessary)	N/A	N/A	N/A
Technical Support	Ron Kerkenaar	469-277-6766	ron.kerkenaar@biosig-id.com

BID INFORMATION INDEX

Please complete the following form to assist the Evaluation Committee in finding specific information as related to your bid response.

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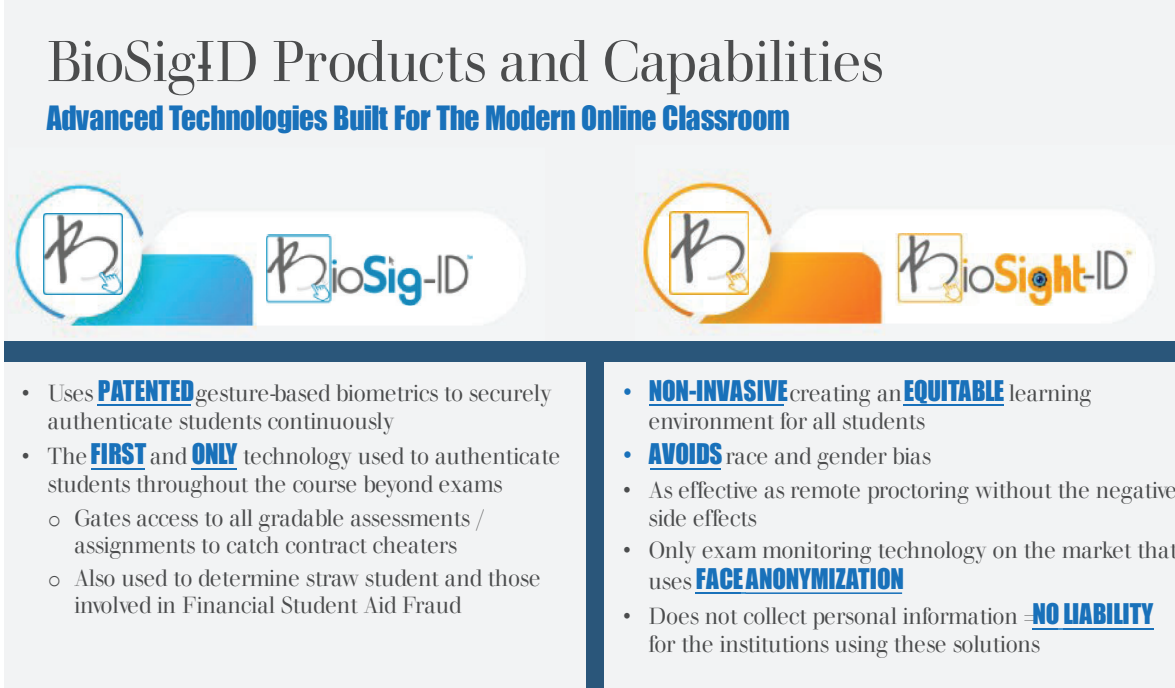
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D. BID SUMMARY (OPTIONAL)

Biometric Signature ID (BSI) is a profitable and privately held company based in Texas, that has been in operation for twelve years.

BSI specializes in deciding whether the student is the one who registered versus someone else trying to access their course materials and assessments. If not, the student does not gain access. We are used throughout the course (quizzes, tests, exams, discussion threads..). Students are now cheating in all areas where they can share their password. This is where BioSig-ID excels and with flat-rate pricing, you have unlimited use.

BSI also now offers e-Proctoring using facial recognition. We use the webcam to record students during the exam to detect incorrect behaviors or cheating attempts and determine whether the student is the same student from start to finish.



The graphic features the title "BioSigID Products and Capabilities" in a large serif font, with the subtitle "Advanced Technologies Built For The Modern Online Classroom" in a smaller blue sans-serif font below it. Two logos are displayed: "BioSig-ID" on the left and "BioSight-ID" on the right. Below the logos, two columns of bullet points describe the products' features and benefits.

BioSig-ID

- Uses **PATENTED** gesture-based biometrics to securely authenticate students continuously
- The **FIRST** and **ONLY** technology used to authenticate students throughout the course beyond exams
 - Gates access to all gradable assessments / assignments to catch contract cheaters
 - Also used to determine straw student and those involved in Financial Student Aid Fraud

BioSight-ID

- **NON-INVASIVE** creating an **EQUITABLE** learning environment for all students
- **AVOIDS** race and gender bias
- As effective as remote proctoring without the negative side effects
- Only exam monitoring technology on the market that uses **FACE ANONYMIZATION**
- Does not collect personal information **=NO LIABILITY** for the institutions using these solutions

PROVEN

BSI is an award-winning software company with over 200 clients in higher education and over 62M authentications originating from 95 countries.

EXPERIENCE

Several similarly large clients with multiple locations and systems of multiple colleges. Most of these are over 100,000 student collectively. Our largest certification of education client has enrolled over 500,000 users where we have authenticated their identity before they get access to over 900,000 tests, quizzes, and exams. We service 35-course providers (who have different LMS's). These students have performed an estimated 15M authentications using BioSig-ID.

DEVICE (WORKSTATIONS) AND WEB SITE SECURITY

Healthcare and defense companies use BioTect-ID and BioSig-ID to prevent unauthorized access using our biometric software tools

EASE OF USE

BioSig-ID, a software-only biometric with two issued patents, was created to ensure only the registered account holder gains access to data and devices without the need for any additional hardware. Using only a mouse, finger or stylus, gesture biometrics of speed, direction, length, height, width, angle are captured and compared to their original patterns completed at enrollment. Upon subsequent logins the software compares the patterns written to the unique passcode the user-created, providing instant authentication. Only a user who has been successfully authenticated can gain access to their gradable event. The data is encrypted

at rest and in transit. We have very little help desk calls and a recent review of 414,000 users doing 8.8M authentications confirmed less than 1% help desk calls. This is proof of ease of use.

COMPLIANCE

Delivers a process that ensures compliance with Federal Dept. of Education regulations 602.17 (g,h).

STATE OF THE ART FORENSICS

BioSig-ID's forensics system knows exactly who users are. It can track many factors from login patterns, geolocation, stroke comparisons, browser and OS systems used, password resets. BioSig-ID finds the anomalies that could never be detected by an individual, or even a dedicated fraud prevention team. Provides alerts in real-time. Once the bad actors are found, clients can handle it from there or we will help following your guidelines. These forensics have caught 1,000's of bad actors for our clients.

UPTIME

BSI uses AZURE services from Microsoft. Using the world's best cloud based services affords our client assurances of very low down time and the confidence from the best in world service provider.

EXAM MONITORING PROCTORING

Our exam monitoring solution is all done remotely using technology to flag infractions. We use AI technology to establish only the presence of a live human face. Example, BioSight-ID blurs the face and captures only whether a face is present inside a frame (like focusing a cell phone picture). We do not authenticate/determine "whose face" this is. We do not have to do this since we already know who the student is, as to gain access as they had to verify their identity using BioSig-ID. First privacy sparring monitoring service available.

SPECIAL BENEFITS

Our written signature- based technology is the only mentioned biometric in the Biometric Information Privacy Act (BIPA) that does **not** have to do all the paperwork sent direct to the user and as such is not subject to legal challenges like face and other physical biometrics. Our biometric avoids all the privacy and bias concerns associated with use of other biometrics and facial recognition.

INTEGRATION

BSI products integrate with third party applications, all LMS's and we support single sign on authentication. Most integrations take one hour.

98% POSITIVE USER EXPERIENCE

First time user report a 98% positive experience. In fact, 48% of user find BioSig-ID password creation is "Entertaining"

CONTINUOUS IMPROVEMENTS

We utilize an iterative design methodology that is continually analyzing and refining to improve product offerings. We data mine our own data to check on a regular basis our performance agsinst KPI's. We also run percentage of help desk calls to ensure it remains below 1%. If not we report back to the client for feedback. We also measure our uptime stats agains Microsoft KPI standards. We also value the feedback and requirements of our clients to aid in our development efforts.

PATENTS

The patent office confiimrs our patents are for a "Novel Invention" and nobody is doing what we do. Clients get this benefit.

Product and Services Delivery Overview

BSI offers a full suite of products to meet the needs of faculty and different environments. These solutions are summarized below:

BioSig-ID™ – Authenticates student ID before any assessment. Ensures the registered student is the only person able to log in and open the assessment. No software downloads or special hardware required. Verifies ID in about 6 seconds. Flat rate pricing allows continuous use throughout the course in front of any conditional release item. Cheating is prevented since easy sharing of passwords is stopped because “for hire” helpers must duplicate student’s unique signature patterns. Each license allows the user unlimited use in courses and ID verifications during the 12-month contract period. Full training supplied.

BioSight-ID – Automated capture of users’ activity using a webcam during an exam. Establishes if the student is present throughout the session and if additional persons are present. First to offer facial markers with blurred images to protect student ID privacy and the school’s liability. BioSight-ID details infractions with images and forensic information to support next actions. Flat rate pricing. Used only with BioSig-ID.

Safe Exam Browser – A free open-source web browser environment to carry out online assessments with integrity and change any computer into a secure workstation. Prevents students from accessing third party apps, secondary screens and any website with information that could be used to help aid them during a quiz or exam.

BioTect-ID – Locks down Windows workstations and devices using our biometric ID authentication. Prevents unauthorized access.

BioProof-ID - Verifies government issued photo-ID for authenticity then matches it to a real time selfie. BioSig-ID is then used for subsequent ID log in authentications

Software Maintenance and Support – Annual Support is a combination of software maintenance, version upgrades and BSI’s ticketing system that offers a 24x7 knowledge-based Q&A service.

General Forensic Report – Includes remote training on report access/usage, dashboard access, access to 4 standard reports and 3 in-depth consultative reporting sessions throughout the year with a BSI SME. Includes RTEN’s.

OPTIONAL

Forensics Reporting Services – Our white-glove service, these fraud busting reports give you access to our experts in the field, assistance in creating winning policies, staff for analysis and control with students demonstrating academic integrity and FSA fraud issues. Provides that needed assistance for faculty and administration to capture detailed information helping to prove cheating and fraud. Schools are increasingly seeking our assistance to perform this business-critical role. BSI’s forensics analysis experts put decades of academic, administration and technology experience at your service. Includes 3- SARS* and RTEN’s** for the year. Includes 6 meetings per year with your SME.

* **Suspicious Activity Report(SAR)** – We do the analysis and provide you with an in depth report with recommendations from historical pattern review at a web meeting. Completed usually after 2 months’ activity.

** **Real-Time Event Notifications (RTENS)** – Annual flat rate (1 SAR report needed for a baseline). Using the SAR as a base (mandatory), the patterns of the suspicious activities are identified and developed into event alerts when triggered and sent to the client in real-time.

E. RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

BSI is a Cloud based system that is fully hosted by Microsoft Azure. Therefore, we defer to Azure's certification, which is located online at: [Azure compliance documentation | Microsoft Docs](#)

3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

BSI agrees to cover all costs involved in responding to this RFB.

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3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

BSI agrees to be the sole vendor.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

BSI will not be using sub-contractors to provide support for ACCS.

3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

BSI agrees to Item 3.5 "Amended Bids."

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above. The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

BSI agrees to Item 3.5 "Rights to Withdraw Bid."

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

BSI's proposal shall remain valid for ninety (90) days after the closing date of the receipt of the proposal.

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

BSI agrees to Item 3.8 "Disclosure of Bid Contents."

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract. Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

BSI agrees to Item 3.9 "No Obligation."

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

Please refer to Appendix A "Terms and Conditions Disclaimer."

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

BSI agrees to Item 3.11 "Governing Laws."

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

BSI agrees to Item 3.12 "Basis for Bid."

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement. Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

Please refer to Appendix A "Terms and Conditions Disclaimer."

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

BSI agrees to Item 3.14 "Vendor Qualifications."

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

BSI agrees to consider a change to the Vendor Representative as requested by ACCS.

3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

BSI agrees to consider a change to the Vendor Representative as requested by ACCS.

3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to, manufacturer price reductions and special promotional offerings.

BSI agrees to Item 3.17 "Benefit of Cost Reduction."

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Please refer to Appendix A "Terms and Conditions Disclaimer."

3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

BSI understands and agrees to Item 3.19.

3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor.

BSI Insurance Form is provided in Appendix C.

3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

BSI understands and agrees to Item 3.21.

3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

Geographic Location

There are no geographic restrictions to BioSig-ID. Our headquarters is located in Lewisville, TX.

Availability of Technical Support

We support and provide maintenance of our products in house. There is no additional student support fee associated with our solution(s) beyond the annual maintenance and support fee(s). Knowledge based articles, email, phone calls, in-person zoom session (if needed).

NOTE: We have very little help desk calls and a recent review of 414,000 users doing 8.8M authentications confirmed less than 1% help desk calls. We monitor all clients users based on % of help desk calls to measure issues and satisfaction levels. We also measure each clients validations versus accuracy scores. These quality measurements are evaluated quarterly or upon request and are measured versus last periods and against KPI's from other like clients. We retain a 97% client retention rate which is another quality metric we measure and report. We also offer problem resolution and training that remain important in ensuring users satisfaction.

- Within 4 hours Monday-Friday 8:00 AM - 9:00 PM CST
- Within 4 - 6 hours Weekends 8:00 AM - 9:00 PM CST
- We also offer 24/7 self-service support through our BioSig-ID Support site located at <https://help.biosig-id.com/portal/kb/biosigid>
- The BSI Privacy policy can be found: <https://help.biosig-id.com/portal/en/kb/articles/data-retention-and-privacy-policy>
- BSI does not schedule examinations, but rather allows students and or faculty to determine when they wish to take the exam as its available 24x7.
- We are compatible with all major LMS systems. We are listed in the Blackboard app catalog as fully compatible with Blackboard Ultra and LTI 1.3.
 - Minimum supported learn version - Blackboard Learn 9.1 SP4+ Blackboard Learn 3000+ (self-hosted or managed) Blackboard Learn SaaS 3000+, but preferably latest as we constantly add new functionality that requires the updated Blackboard SaaS version.
- BioSig-ID™ is fully PCI, PII, HIPPA, and FERPA compliant. Data at rest and in transit is encrypted multiple times in some cases.

- BioSig-ID™ is generally issued when enrolling in a course previous to the exam. By default, unknown students would enroll, and existing students would validate their active BioSig-ID™ profile before getting access to the exam which is then unlocked.

Problem Resolution

Technical support is provided on many tiers:

- Tier-0 is fully integrated within the product itself to guide the student through a self-reliant process.
- Tier-1 support is offered on-line 24/7 via an FAQ system at <https://help.biosig-id.com/> which also offers access to create tickets and have issues raised for
- Tier-2 support if needed. Additional information regarding response time is provided further below.

Training

- BioSig-ID will train your faculty and staff in a webinar format as included in our standard agreement. Face-to-face training can be scheduled; however, the expense of this format of training is incurred by the client. Typical fees include travel expenses and accommodations for the trainer. Training sessions will provide additional tutorials, job aids and videos to assist faculty and staff. There are no additional resources needed.

Training outline for Faculty & Staff

- Adding instructions to the course
- Adding tool instances and gated quizzes
- How to access the BioSight-ID Dashboard
- Best practices and support for students

Training outline for Reporting

- Overview of Reporting Dashboard
- Key signals for suspicious activity
- Best practices for handling suspicious activity

Data

- All data is stored in the Azure cloud, with all the world class security that comes along with it, in a SQL database with 512AES encryption. The blurred recordings of all exams are stored. The archival period is left up to the institution but can be stored for as long as needed/desired or deleted at any time – you tell us. See privacy statement.

Since the data we store contains only stroke data and its encrypted, it has value to clients for finding patterns of cheating. For example, we recently uncovered historical patterns that helped us discover 441 students who were using a third-party to do their work.

We do not sell your data and agree to this upfront in our contract.

- There is no new data to be migrated as everything takes place inside the LMS; however, BioSig-ID is very flexible with integrations and is able to make conversion/migration and integration happen flawlessly.
- The app runs natively within any HTML 5 capable browser and is agnostic to operating systems and devices. HTML 5 capable browsers run virtually all devices. BioSight-ID™ is compatible with all devices; however, some older versions of iPad (2011) cause latency.

Scale up

- BioSig-ID products have the ability to scale to meet increased demand with zero or minimal downtime. The Microsoft Azure infrastructure allows us to support this monthly projected volume, and more, simultaneously if needed as it automatically expands based on demand. Activity spread out through the day adds an additional

Severity	Escalation	Time to Resolution	Time to Customer Feedback
Critical (impact to production network)	Same Day	Until Resolved (limited to normal business hours)	Daily
Severe (impacts business operation but a workaround is available)	One Week	On or before next maintenance release	Weekly or better
Tolerable (no significant impact to users)	15 Days	Future maintenance release	Determined by Customer

mitigating factor. The self-paced nature of modern course access caters perfectly to the 24x7x365 usage of our automated processes without scheduling or delay.

- BioSig-ID enrollment should take place at the beginning of the course and often throughout the course. This will allow the student ample time to practice their BioSig-ID password. A compatibility test will be run on the students' system before a BioSight-ID monitored exam. Additionally, a practice exam can be placed in the course to allow students to understand the workflow.
- Tier 1 of our support provides links to all of our tutorials. It can be found here: www.help.biosig-id.com

ADA

- BioSig-ID™ is not only compliant with the self-assessed methods on ADA, but we have gone through rigorous testing to confirm full support with a visual-impaired compliance officer. Faculty, admins, or anybody configured to have access can use the BioSig-ID™ to adjust a student's access to become ADA at multiple levels. These included motor-skill impairment, visual impairment, or other levels.

Works with all Browsers

- The app runs natively within any HTML 5 capable browser and is agnostic to operating systems and devices. HTML 5 capable browsers run virtually all devices. BioSight-ID™ is compatible with all devices; however, some older versions of iPad (2011) cause latency.
- None of our products require an installation or download and can be run on any device that using HTML5. If SEB is used, then it will be the same as downloading any other browser (Firefox, Chrome, Edge, etc.)

Escalation Issues

- Priority One are handled by the BSI help desk on best efforts basis described below.
 - BSI does not guarantee defects will be fixed in any specific time duration due to the nature of Software operating in a multi-vendor environment.
 - BSI's goal is to deliver reasonable commercial efforts during normal hours of operation M-F, 9 a.m. – 5 p.m. CST, and other periods to satisfactorily resolve each incident using the guidelines in the table below.
- Issue Resolution
The table below lists the maximum allowable time span before the next level of escalation is required. The support engineer has the authority to immediately escalate upon verification that a defect exists.

Support Services - Not Included

- **Support Services** provided by BSI under the terms of this Agreement DO NOT include: (1) custom programming; (2) custom program modifications; (3) data conversion or input; (4) support of any type for questions or problems concerning Customer's computer hardware, printers or operating system; (5) data recovery for data losses caused by such factors as, but not limited to, power outages or computer hardware failure; (6) on-site support/training; (7) assistance with web server interfaces or communication with, to or from; (8) installation of

BS1 software onto new Licensee servers or (9) non-warranty work. On-site support/training will be billed at an hourly rate, plus any associated expenses:

- *Note if the Licensee requires paid support, an authorized representative should request paid support in advance of dispatch. BSI support will only proceed after authorization in writing is received. Hourly rates for support services are \$180.00 / Hour billed in 30-minute increments.

- **Professional Services**

- BSI understands that sometimes changes to the customer's system can enhance the usability of our products. BSI will make available our team of professionals to assist in developing those enhancements. This would require:
 - A Statement of Work-to define the desired result
 - An estimate of the time and expense involved in completing the project
 - And, an agreement laying out the understanding of the parties, signed by both parties before beginning any work
 - Integration/ API
 - Use case support model
 - Training of Client Support Teams

Integration with SSO

- We have a lot of experience integrating with LMSes that rely on MFA, such as Shibboleth, CAS or other SSO solutions. BioSig-ID™ can also integrate with those via SAML2 or other supported integration protocols if needed, but primary goal is often to integrate with the LMS directly. That means the point-in-time where BioSig-ID™ is called upon is after MFA verification has already taken place for the end-user so there are no obstructions to proceed. The only exception might be in the server-to-server communication where a whitelist entry for *.verifyexpress.com is needed to ensure SSO does not interfere.

Value Added Services

BioSig-ID is very easy to implement and pick up; however, we recognize that training remains important in ensuring that our products are being used to their maximum potential. We do offer several training options:

- Training During Implementation
- Faculty Training Sessions
 - Can be held online or in-person (at the expense of the institution)
- BSI Dashboard Training Sessions

Customer Success

As with any project, having the right personell in place for BioSig-ID™ is absolutely vital. We will assign Alabama Community College System a dedicated Service Manager.

The Service Manager will be supported by the Chief Technology Analyst. Through our expert team, we ensure that everything will be implemented to perfection and everything will run smoothly.

Resume of all key person's to be involved

Mr. Ron Kerkenaar

Chief Technology Analyst

Mr. Kerkenaar has over 30 years of experience dealing with all aspects of Information Technology. He has performed analysis, design, management and deployment on projects ranging from individual users to multi-location large scale environments, and been involved with software design and development, hardware, infrastructure, deployment, support for such companies as Royal KPN N.V., Heineken International and Pecoma Business Technology B.V. Mr. Kerkenaar has also been in charge of building and managing co-located offshore servers for on-line gambling before UIGEA was enacted. Mr. Kerkenaar never stops learning about new technologies to stay informed in this fast-paced world, and in his personal time contributes to selective open-source projects as a developer, tester, and as a project owner.

Mr. Chad Steen

Chief Technology Architect

A Dallas based professional with over 25 years as an architect, engineer, developer and consultant to various companies and NPOs, Mr. Steen was responsible for bringing several Collin County cities and towns online” including Wylie, Murphy, Sachse and Lucas. Mr. Steen has been integral to the success of over a dozen startups in the U.S. and Canada, including ISPs, retailers, wholesalers, and restaurants. With a love of graphics arts united with his talents as a developer, Mr. Steen has perfected an overall skill-set ideal for UI/UX, primarily for business applications. Mr. Steen holds numerous certifications in both hardware and software including from Microsoft, Cisco, Novell, Adobe and HP. Currently, Mr. Steen is also BSI’s point man for the White House-sponsored NSTIC pilot and the NASPO/ANSI identity standards, as well as FIDO and GDPR policies.

Ms. Amber Merrill

Senior Director of Services

Amber works with current clients and builds customer relationships using regular communication and delivering BSI’s reports on a regular basis. She helps identify integrity issues for our clients using our RTEN technology for monitoring authentication. After graduating from college, Amber worked for almost ten years in statistics in the travel industry, where she was involved in reporting to various entities. With BSI, she uses her experience in statistics to generate and analyze reports for internal and external clients. Amber also works to maintain contact with current customers via touchpoints throughout the year, including managing BSI’s users group.

Ron Kerkenaar to perform the integration and to serve as chief developer in the event that any custom features need to be added. Amber Merrill will serve as your day-to-day contact and will send you reports, and updates, as needed/, requested. Chad Steen is BSI’s Chief Technical Architect and the last line of defense should Ron or Amber be unavailable .

Customer Satisfaction

What Others Are Saying About BioSigID



Stephanie Hinshaw

Chief Academic Officer & Provost

"We appreciate BioSigID and our partnership with Biometric Signature ID for many reasons; however, two are paramount. First, the student identity validation processes gives the peace of mind that our students are completing their own work. Second, we greatly appreciate the partnership between ACE and BSI when issues arise. Specifically, David Chatham and BSI’s Forensic Reporting provides real-time guidance and analysis regarding integrity concerns and acts as a partner as we develop processes and policies."

Chris Boothman

Director of A-State Online

"Collaborating with BioSig-ID and using their Forensic Reporting tools has enabled Arkansas State University to quickly and seamlessly identify violations of academic integrity and really transform the way we are able to combat suspicious behavior. With ease of access to data reports that contains IP conflicts, comprehensive data analytics on biometric inaccuracies etc., AState has been able to actively work on identifying policies to address academic dishonesty in the online environment."

Dr. Rick Upchurch

AVP Adult, Graduate, & Online Studies

"At Belhaven University we started our relationship by including managed services. I have to say it was the best decision we could have made. Biometric Signature ID has provided us with deep dive insights into the data and given us confidence in closing the loop on those who have suspicious activity on their accounts. Honestly, without their help we would be floundering in making sense of the data. I can recommend managed services from BioSigID without reservation."

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

Reporting

BSI agrees to provide quarterly reports to ACCS.

BSI's Quarterly report would consist of the institutions that signed contracts with BSI and the quarter when they sign and the dollar amount.

For example: Sample Quarterly Report

BioSig-ID Quarterly Usage Report				
Institution Name	FTE	Contract Start Date - End Date	Total Contract Value	Quarterly Contract Value
Procuring Entity 1	5,000	08/01/2022 - 08/01/2033	\$-	\$-
Procuring Entity 2				
Procuring Entity 3				

In addition to a quarterly usage report, BioSig-ID™ has a robust reporting dashboard that will be provided to each purchasing institution.

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

Electronic Commerce

BSI does not currently support electronic commerce.

3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

Software

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

Breadth of Offering

BioSig-ID™, BioSight-ID™, BioProof-ID™, BioTect-ID™, forensic reports Secure Exam browser are being recommended as solutions for Alabama Community College System.

BioSig-ID – Identifies users from unique movements as they write a password using finger or mouse. No downloads needed, takes 5 seconds, denies access to “helpers”., ensures compliance 602.17 (g,h)

BioProof-ID – Verifies government issued photo-ID for authenticity then matches it to a real time selfie. BioSig-ID is then used for subsequent ID log in authentications.

BioSight-ID – Privacy respecting automated proctoring using “Face Anonymization” technology to protect student privacy. Does not collect all the data like proctoring companies. Uses BioSig-ID to authenticate identity before exam opens and can determine if there was a seat switch.

BioTect-ID - – Locks down Windows workstations and devices using our biometric ID authentication. Prevents unauthorized access. Adds to Windows log in security.

Forensics – Highly sophisticated analytics that focus on identifying contract cheaters and user experience measurement,

Secure Exam Browser – This open browser is integrated with BioSig-ID and is for faculty who desire a way to restrict multiple browser access.

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

Primary Account Representative

Name: Tyler Weiland

Location: 708 Valley Ridge Circle, Suite 8 Lewisville, TX 75057

Email: Tyler.Weiland@biosig-id.com

C: 972-571-7834

3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

References

Northeast Mississippi Community College	
Institution Name	Northeast Mississippi Community College
Institution Address	101 Cunningham Blvd, Booneville, MS 38829
FTE	8,208
Contact Name	Kim Harris
Contact's Title	eLearning Coordinator
Contact's Phone No.	720-897-8371
Contact's Email	kkharris@nemcc.edu
Go Live Date	2019
Use Case	Using BioSig-ID in front of assignments & quizzes typical of higher education. Using BioSight-ID for exams & BioProof-ID selfie/ID documents at beginning of course.

Belhaven University	
Institution Name	Belhaven University
Institution Address	1500 Peachtree Street, Jackson, MS 39202
FTE	6,500
Contact Name	Dr. Rick Upchurch
Contact's Title	Associate VP
Contact's Phone No.	601-968-8942
Contact's Email	rupchurch@belhaven.edu
Go Live Date	2020
Use Case	Using BioSig-ID in front of assignments & quizzes typical of higher education and using BioSight-ID for exams.

Arkansas State University	
Institution Name	Arkansas State University
Institution Address	2105 East, Aggie Rd, Jonesboro, AR 72401
FTE	27,345
Contact Name	Chris Boothman
Contact's Title	Director of A-State Online
Contact's Phone No.	870-680-8339
Contact's Email	cboothman@astate.edu
Go Live Date	2018
Use Case	Using BioSig-ID in front of assignments & quizzes typical of higher education. Using BioSight-ID for exams & BioProof-ID selfie/ID documents at beginning of course.

eVersity University of Arkansas System Online College	
Institution Name	eVersity University of Arkansas System Online College
Institution Address	2402 N University Ave, Little Rock, AR 72207
FTE	1,874
Contact Name	Jay Parker
Contact's Title	Director of Technology
Contact's Phone No.	501-371-1308
Contact's Email	jparker@eversity.edu
Go Live Date	2017
Use Case	Using BioSig-ID in front of assignments & quizzes typical of higher education. Using BioSight-ID for exams & BioProof-ID selfie/ID documents at beginning of course.

3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified. Firm Price – Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

Pricing Level and Guarantee

BSI's pricing includes access to continuous student- authentication tool BioSig-ID, remote exam monitoring tool BioSight-ID and our general forensic report. Pricing is based on a one-time annual per-user subscription fee where usage is unlimited.

Pricing is also listed below for BioProof-ID, Secure Exam Browser and BioTect-ID.

Students may use the same password across all courses without penalty or additional fees during the year for which licenses are paid for. BSI's forensics reports and access to our dashboard is also unlimited. Real-time event notifications and alerts are daily or as they occur.

For each year of the term and renewal years the fees for the license will increase by three (3) percent from the previous years' prices.

Total # of Unduplicated Students	Standard BioSig-ID Cost Per User	Range of % Discount	ACCS BioSig-ID Cost Per User/yr	ACCS BioSight-ID Cost Per User/yr	Setup & Implementation Fee*
200-499	\$22.00	10%	\$19.80	\$2.00	\$9,000.00
500-700	\$20.00	10%	\$18.00	\$2.00	\$9,000.00
701-1,000	\$18.00	10%	\$16.20	\$1.75	\$9,000.00
1,000-5,000	\$16.00	15%	\$13.60	\$1.75	\$9,000.00
5,000 – 15,000	\$14.00	15%	\$11.90	\$1.50	\$9,000.00
15,000 – 25,000	\$12.00	15%	\$10.20	\$1.50	\$9,000.00
>25,000	\$10.00	20%	\$8.00	\$1.00	\$9,000.00

* Includes General Forensic Report. Clients can upgrade to White Glove Services add \$3,000 to set up and implementation fee.

BioProof-ID is a \$4.00 per use charge discounted 10% to \$3.6 per use charge
BioTect-ID is an annual fee of \$36.00 discounted 15% to \$30.60 per person/year (\$2.55/month)
Secure Exam Browser is provided at no charge for our clients

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

BSI agrees to 3.29.

3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

BSI's project management services encompass the project lifecycle through contract signing, implementation, launch, and deployment. Includes ongoing support to faculty to increase adoption. BioSig-ID can be fully implemented with all major learning management systems in a matter of hours.

- Step 1 – Onboarding call – 30 minutes
 - This onboarding call will discuss timeline and what to expect during the technical call. The important bullet points are:
 - Establishing points of contact
 - Highlight Support Site
 - Policy Recommendations
- Step 2 – Technical Call / Training– 1 hour
 - This call will be for the implementation of selected BioSig-ID products.
 - All major LMS's are covered here: [Technical Documentation | Learning Management Systems Knowledge Base \(biosig-id.com\)](#)
- Step 3 – Faculty Introduction and Training – 1 hour
 - This call will introduce BioSig-ID products to faculty and other selected members and will train how to add BioSig-ID to courses.
- Step 4 – BSI Dashboard Training – 20 minutes (after product has been deployed and is live)
 - This call will introduce the BioSig-ID dashboard including:
 - Running reports.
 - Seeing student activity.
 - Viewing BioSight-ID recordings.

F. SCOPE OF WORK

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

BSI acknowledges and agrees to the Scope of Work.

3.32 Title Passage

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

N/A – Because of the nature of BSI’s business we do not find Item 3.32 to be relevant.

3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

BSI acknowledges that this is not an exclusive agreement.

3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor’s response

BSI acknowledges order of precedence.

3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor’s published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

Please see our response in Section 3.1 -3.21 and Appendix A “Terms and Conditions Disclaimer” and Appendix B “Terms and Conditions.”

B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified “No Partial Shipments” on each purchase order.

BSI agrees to the Payment of Invoice Terms.

C. Invoices

Invoices shall be submitted to the procuring entity.

BSI agrees and will submit an invoice to the procuring entity.

3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims

for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

N/A – BSI is a SaaS based Learning Management System and does not require the shipment of software to ACCS

3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

Please see our response in Section 3.1 – 3.21 and Appendix A “Terms and Conditions Disclaimer” and Appendix B “BSI’s Terms and Conditions.”

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

Please see our response in Section 3.1 – 3.21 and Appendix A “Terms and Conditions Disclaimer” and Appendix B “BSI’s Terms and Conditions.”

3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

BSI does not provide a toll-free technical support line, we offer 24x7 ticketing and self help questions. See 3.22 for support levels.

3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

N/A – Due to the nature of BSI’s business we do not find Item 3.40 to be relevant.

3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

Please see Appendix A “Terms and Conditions Disclaimer” and Appendix B “BSI’s Terms and Conditions.”

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

Please see Appendix A “Terms and Conditions Disclaimer” and Appendix B “BSI’s Terms and Conditions.”

3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

BSI does not use subcontractors for training, warranty or maintenance services. BSI will remain solely responsible for the performance of this agreement.

3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System. The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

Please see our response in Appendix B “BSI’s Terms and Conditions.”

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

N/A

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System

reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

Yes, BSI compiles with Code of Alabama Section 36-25-1.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

N/A-Due to the nature of BSI's business we do not find Item 3.47 to be relevant.

3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

N/A- Due to the nature of BSI's business we do not find Item 3.48 to be relevant.

3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

N/A-Due to the nature of BSI's business we do not find Item 3.49 to be relevant.

3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

Please refer to Appendix B "BSI's Terms and Conditions."

3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

Please refer to Appendix A "Terms and Conditions Disclaimer" and Appendix B "Terms and Conditions."

3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

N/A - Due to the nature of BSI's business we do not find Item 3.52 to be relevant.

3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify

documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

BSI agrees to complete a Vendor Disclosure Statement upon being awarded the contract. The Vendor Disclosure Statement is provided following this section.

Appendix A : Terms & Conditions Disclaimer

BSI has reviewed the form services agreement contained in the RFB. In the event BSI is awarded the contract, any legal obligations will be subject to good faith negotiations between the parties as documented in a mutually satisfactory definitive agreement. BSI will provide standard clauses that reflect the best practices of the cloud-based subscription software industry, including, but not limited to warranties, IP indemnities, confidentiality, limitations on liability, data ownership and compliance with law. BSI has attached its form Terms and Conditions, which is appropriate given the fully hosted, cloud based products offered by BSI. The data and information (including pricing terms) contained herein are for evaluation purposes only and are considered confidential and proprietary. Accordingly, no part of BSI's proposal response to the RFB may be reproduced, published or distributed to, or on behalf of, any third parties without the express prior written consent of BSI.

Our proposal response is a detailed description of how our products and support services satisfy the RFP's requirements. Because the client institution's RFP and BSI's proposal response are not structured, organized, or written in terms of rights and obligations of the parties, BSI does not automatically incorporate those documents into the final contractual agreement. BSI is, however, open to negotiations to identify relevant portions of the RFP and the proposal response for the mutually agreed upon inclusion of such portions within the final agreement.

Appendix B : Terms & Conditions Disclaimer

- 1. Use:** The license and license fees defined above in this Agreement authorizes Licensee to the private use of one copy of the Software and Documentation. Licensee agrees to limit the use and distribution of this Software and Documentation to authorized employees within its organization and does not extend to subsidiaries, affiliates, vendors, customers or other parties not employed by licensee.
- 2. Assignment:** The rights under this Agreement may not be transferred, assigned, encumbered, sublicensed, or pledged under this Agreement in full or in part by Licensee or by operation of law without BSI's prior written consent, which consent may not be unreasonably withheld, and on such terms and conditions as BSI may require which may include payment of additional license fees. Any attempted transfer, assignment, encumbrance, or pledge shall be null and void and shall have the effect of immediately terminating this Agreement. Notwithstanding the foregoing, Licensee may assign or transfer its rights under this Agreement to its affiliates, subsidiaries or successors with written approval from BSI.
- 3. Corrections:** BSI will promptly correct errors found in the Software at no additional charge, provided that the Software in which the errors exist has not been modified.
- 4. No Reverse Compilation:** Licensee cannot modify, translate, disassemble, decompile, or create derivative works of the Software or any copy in whole or in part.
- 5. No Other Rights:** Except as stated herein, this Agreement does not grant Licensee any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights, franchises with respect to the Software or Documentation.

6. Term and Termination:

- a. **Term:** This Agreement is effective for three (3) years from the Effective date, that renews automatically yearly thereafter unless notified otherwise in writing three (3) months in advance of the renewal effective date.
- b. **Termination:** BSI can terminate this License immediately (i) in the event Licensee breaches any provision of this Agreement which is not cured within five (5) business days of Licensee's receipt of written notice thereof; (ii) in the event Licensee becomes insolvent or files for bankruptcy protection; (iii) in the event of a breach of any confidentiality obligations imposed by this Agreement. The termination of this Agreement shall in no case relieve either party from its obligation to pay to the other any sums accrued hereunder prior to such termination or expiration.
- c. **Licensee Obligations:** Upon Termination, Licensee shall immediately cease all use of the software.

7. Confidentiality: Licensee acknowledges that the Software, Documentation and the source code are the propriety property of BSI and encompass BSI's trade secrets and confidential intellectual properties. Licensee shall not disclose, provide, or otherwise make available to any party, in whole or in part, the Software, Documentation, source code, pricing or any information relating thereto, except in strict confidence to employees of Licensee and its subsidiaries to the extent necessary to use the Software. Licensee agrees to exercise special care to fulfill its obligations with respect to confidentiality hereunder. BSI will regard and preserve as confidential all information related to the business of Licensee, and its affiliated companies that may be obtained from any source as a result of this Agreement including information regarding Licensee's vendors and prospective Licensees and the use of proprietary information, processing and technology. BSI will not, without first obtaining Licensee's written consent, disclose to any person, firm or enterprise or use for its benefit any information relating to Licensee or its vendors and prospective Licensees or its affiliated companies concerning past, present or future business activities of said entities, and the results of the provision of services performed by BSI under this Agreement. The provisions of this Section will survive the termination or expiration of this Agreement.

8. Warranty

- a. **Limited Warranty:** Subject to the limitations set forth in this Agreement, BSI warrants to Licensee that it has the right to license the Software and that the BSI Software will function as documented, be free of material defects, and operate on the Computing System (defined under Schedule 1) in conformance with the Software Documentation. This warranty is expressly conditioned on the observance of the operating procedures and specifications set forth in the Documentation. The foregoing warranty will apply only to the most current version of the Software issued by BSI from time to time. As Licensee's exclusive remedy for any material defect in the Software for which BSI is responsible, BSI will attempt through reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. BSI will not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Product if the Licensee has made any change whatsoever to the Software or Computing System, if the Software or Computing System has been misused or damaged in any respect, or if the Licensee has not reported to BSI the existence and nature of such nonconformity or defect promptly (within 48 hours) upon discovery thereof. Notwithstanding any of the foregoing, BSI will not be responsible for any issues with respect to the Web Server hosted by a third party.
- b. **Warranty Disclaimer:** THE EXPRESS WARRANTY SET FORTH IN THIS SECTION CONSTITUTES THE SOLE WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. BSI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Infringement Indemnification

- a. **Indemnification:** BSI warrants that, the Software does not infringe upon or violate any United States patent, trademark, or copyright. BSI will, at its expense, defend any suit brought against Licensee based upon a claim that the Software, as used only within the scope of the license granted hereunder, infringes a valid United States patent, trademark, or copyright. BSI will pay costs and damages finally awarded against Licensee in such actions which are attributable to such claim on condition that: (a) BSI is notified in writing of such claim within ten (10) days following receipt by Licensee; (b) BSI has sole control of the defense and settlement negotiations; and (c) Licensee provides reasonable assistance to BSI in addressing the claim when requested.
- b. **BSI Option:** Following notice by Licensee of a claim or a threatened or actual suit, BSI may at its discretion and without any obligation to do so: (i) obtain for Licensee the rights to use the Software, (ii) to replace or modify the Software so that it

becomes non-infringing, or (iii) to accept return of the Software and Documentation in exchange for a pro-rata refund of the License Fees paid under this Agreement.

10. Miscellaneous

- a. **Notices:** Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder shall be in writing and shall be delivered as follows: (i) by certified or registered U.S. mail prepaid; (ii) by a reliable delivery service; (iii) by facsimile or email (with a copy sent by one of the foregoing means) or (iv) by messenger. Notice shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (B) a receipt, or other evidence of transmittal, generated by the sender's facsimile or e-mail software showing that such communication was sent to the appropriate number or e-mail address on a specified date if sent by facsimile or e-mail. All such communications shall be sent to the addresses and numbers specified at the beginning of this Agreement, or to such other addresses or numbers as any Party may inform the others by giving five (5) business days' prior notice; if BSI contact is Mr. Jeff Maynard 708 Valley Ridge Circle Ste. 8, Lewisville, TX 75077, (972) 436- 6862.
- b. **Applicable Law:** This Agreement shall be governed by the laws of the State of Texas and Denton County in the United States.
- c. **Waiver of Breach:** No term or provision hereof will be considered waived by either Party and no breach excused, unless such waiver or consent is in writing and executed by the Parties. The waiver of, or consent to, a breach of any provision of this Agreement shall not operate or be construed as a waiver of, consent to, or excuse of any other subsequent breach by either Party.
- d. **Amendment:** This Agreement may not be altered, amended or modified, except in writing, signed by the duly authorized representatives of both Parties.
- e. **Severability:** All provisions of this Agreement are severable. In the event that any one or more provisions contained in this Agreement should for any reason be held to be unenforceable in any respect under the laws of, or by a governmental agency, or any government, such unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein.
- f. **Force Majeure:** In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of a natural disaster, accidents, labor stoppages, war, inability to secure materials or labor, government acts or acts of God not the fault of the affected Party or other cause beyond the reasonable control of the affected Party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice, terminate this Agreement.
- h. **Entire Agreement:** The parties have read this Agreement, understand it, and agree to be bound by its terms and conditions. This Agreement is intended to be the sole and complete statement of the agreement between Licensee and BSI as to the license of the Software and supersedes all previous understandings, negotiations, proposals, or agreements, oral or written. Any purchase order will be considered issued for the purpose of authorization and Licensee's internal use only, and none of the terms and conditions of any such purchase order will modify the terms and conditions of this Agreement or affect the obligations of BSI to Licensee as set forth in this Agreement.
- i. **Exportation:** Licensee shall comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. BSI may audit Licensee's use of the Software to assure compliance with this Section only. All terms of any Customer order document shall be superseded by this License.

- 11. Resolution:** Except for a petition for injunctive or other extraordinary relief, the parties shall meet to discuss in good faith a resolution for any dispute arising from this Agreement prior to the filing of any action in any court or arbitrational body. In the

event that an amicable resolution cannot be reached by the parties within 14 days of receipt of notice, such dispute shall be finally settled by arbitration according to the rules of the American Arbitration Association. This Agreement shall be governed by the laws of the State of Texas, excluding its conflicts of law principles. The venue for any dispute arising from this Agreement shall be Denton County, Texas.

- 12. Disclosure:** Each party hereby acknowledges and agrees that in the event of any breach of this Agreement by the other party, including, without limitation, the actual or threatened disclosure or unauthorized use of a disclosing party's Proprietary Information without the prior express written consent of the disclosing party, the disclosing party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each party hereby agrees that the other party shall be entitled to injunctive relief and/or specific performance of the receiving party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. In the event that a bond is required by the court, each party hereby agrees in advance that the posting of a \$1,000.00 bond will meet this requirement and be satisfactory by the signatories.
- 13. Customer Data:** BSI Customers may electronically submit data or information to BSI for hosting and processing purposes ("Customer Data"). BSI will not share, distribute, or reference any such Customer Data individually, except as may be required by law. BSI may access Customer Data for the purpose of providing the Services, market research purposes, as part of the Licensees own data reports, including pooling of aggregate customer data, preventing or addressing service or technical problems, or in connection with customer support matters.
- 14. Privacy:** BSI performs services for the Client. In order to deliver these services, and depending on the products selected by Client, BSI may need to capture, use and store biometric identifiers or biometric information. The BSI Data Retention and Privacy Policy can be viewed in the user interface throughout the student journey. It is recommended that in the course syllabus Clients add that biomewtric identifiers and biometric information may be collected as a security measure. The BSI Privacy policy can be found: <https://help.biosig-id.com/portal/en/kb/articles/data-retention-and-privacy-policy>
- 15. Use:** The BioSig-ID technology is designed for users who are usually remote and require authentication before moving to a next action. The passcodes created by users are secret and like regular passcodes are not to be shared. If a user decides to share their secret passcode with others, this is a misuse of the intended purpose. BSI makes no warranty that the software cannot be replicated by another user even if the passcode is not shared.
- 16. Access:** Licensee agrees to allow BSI to set up a test account/sandbox or a fictitious account in their production server on their LMS to troubleshoot any technical issues that may arise more efficiently.
- 17. Pricing Policy:** One of the most confidential aspects of a business is its pricing process and the quotes that it provides to its Licensees. BSI's product pricing is considered confidential and is therefore classified as a trade secret (See case law PepsiCo, Inc. v. Redmond, 54 F.3d 1262, 1270 (7th Cir. 1995). As the recipient of this information, you are under obligation to protect the confidentiality of the pricing information. Because product pricing may be dependent on several variables, the pricing points established for one organization should not be considered applicable for other organizations.