PROPOSAL

Dear Laura and team at School Board of Sarasota County on behalf of Suncoast Technical College,

CampusCE Corporation appreciates the opportunity to provide your institution with the included information.

CampusCE designs, develops and hosts a suite of on-demand software services for educational institutions such as Community and Vocational Colleges, Continuing Education Departments, Online Education businesses, Corporate Universities and Government Agencies. Our mission is to help educational and training institutions increase efficiency and productivity for their administrators through innovative technology.

The Company's software products have been developed in direct collaboration with its customers and have been in use since 2002. Our applications have been designed along modular lines with a hierarchical security structure that allows efficient use and exchange of information among different groups of users. Our modules include online registration and order processing, facilities and faculty assignment and management, course and event management, catalog printing templates and web publishing, student account management, enterprise contract management, data-warehousing, business intelligence and marketing.

CampusCE's platform is a classic multi-tiered SOA framework architected around the Microsoft .NET development platform. The entire architecture stack is built using Microsoft's latest framework technologies. CampusCE provides a variety of complimentary web-based solutions through its rich partner network, and delivers customized implementation solutions to unique specifications.

We currently serve institutions located in over thirty states, including state-wide and regional systems such as the Kentucky Community and Technical College System, and the Washington State Community and Technical College system for which we serve eighteen of the largest institutions including Bellevue College, Clark College, the Spokane Community College District and Tacoma Community College.

CampusCE's products are offered on an on-demand, Software as a Service (SaaS) basis. Providing our customers with a highly configurable and customizable hosted system, combined with low initial costs and short implementation times materially reduces the costs and risks associated with deploying traditional enterprise applications.

CampusCE is a Washington State, C Corporation with principle offices at 901 5th Avenue, Suite 3040 Seattle, WA 98164. Our UBI is 602187547 and our Taxpayer Identification Number is 41-2031008.

Sincerely,

Loren Pace | President & CEO, CampusCE Corporation | 1.888.987.0196 lorenp@campusce.com

Proposal Overview

This proposal is for School Board of Sarasota County on behalf of Suncoast Technical College and will be honored through June 30th, 2015 and is dependent upon a fully executed Service Plan and General Terms and Conditions and receipt of payment no later than June 30, 2015.   Payment of licensing fee, implementation fee, and annual fee are due prior to implementation. Optional purchase costs / optional project costs (ie data import, etc.) are due prior to start of project work. Pricing is for sole-source only. The costs below and costs listed on contract are for the CampusCE EMS. Please see contract for details.

Year One Cost Summary: $24,500. Year One includes license fee, web-based training, implementation fee, 6 hours of site design, and year one annual maintenance fee for both the CampusCE EMS and reporting module Data Direct with one license. All License, Implementation, and Annual Maintenance Fees are due prior to implementation.

- **License and Implementation Fee: $11,500 (one-time fee)** •   **Annual Maintenance and Hosting Fee: $13,000.00 (recurs annually)**
- **Website Design – We will provide up to 6 hours of website design.**
- **Web based Training for up to 6 people and one (1) Configurable Registration Page is included in the license and implementation fees. See contract for additional information.**
- **Customizations and optional purchases are additional. These items include (but not limited to) data import, additional web design hours, custom questions, in-person training, integration charges, etc., are incurred at hourly rate as outlined in contract.**

Year Two through Year Five Pricing:

- **0 - 13,000 unique registrations: $13,000.00 (first year pricing)**
- **13,001 – 20,000 unique registrations: $16,000.00**
- **20,001+ unique registrations please review with CampusCE for pricing**

CampusCE Education Management System (EMS) Suite Version 6.0 Service Plan

This Service Agreement ("Service Plan") is entered into by and between School Board of Sarasota County on behalf of Suncoast Technical College located at 1960 Landings Blvd. Sarasota, FL 34231 and **CampusCE Corporation. ("CampusCE"),** with principal offices at 901 Fifth Avenue, Suite 3040, Seattle, WA 98164, which provides computer software services in a Software as a Service model, according to the following terms and conditions, and to be read in conjunction with the agreement "General Terms and Conditions for Application and Customization Services", incorporated by reference herein and shall be effective when signed by the Parties ("Effective Date").

Product/Services:

Subject to the terms of this Service Plan, CampusCE will provide to Customer, access and use of specified CampusCE Education Management System Suite Version 6.0 (EMS) modules and certain upgrades, implementation, training, support and business consulting services in connection with the EMS system, and subsequent customization for Customer, if any. Modules and features of the EMS system are listed in **Exhibit A** attached hereto.

This Service Plan applies to all work and services provided on or after the Effective Date and shall only be amended or modified by subsequent Service Plans, Statements of Work or Consulting Agreements ("Agreements") signed by the parties. When such Agreements are signed by the parties they will then be deemed incorporated into this Service Plan by reference. The Services will be performed at mutually agreeable dates and times, which will vary depending on the requirements and availability.

Fees / Charges:

License and Implementation: **$11,500.00**

- One time license fee for one (1) EMS database that provides a personal, non-exclusive and nontransferable license (without the right to sublicense) to (a) access the (EMS) Suite Version 6.0 Service over the Internet using a single set of URL(s) assigned to Customer. This allows unlimited users to the Customer's assigned URL(s), including administrators, faculty, instructors and students.
- One (1) Data Direct License Fee: License fee that provides a personal, limited, non-exclusive and nontransferable license (without the right to sublicense)for the number of Authorized Users to (a) access the Data Direct Service over the Internet using the URL(s) assigned to Customer and (b) use the Documentation only in conjunction with Customer's use of the Service.
- CampusCE will provide forty (40) hours of Implementation time total for the following items and as part of an Implementation Plan developed specifically with Customer: (includes but not limited to) 2 hours for needs analysis, prioritization and creation of an Implementation Plan, 14 sessions 50 minutes each of training, and 6 hours for web design.
- Providing **a dual set** of custom URL's for the Customer which may include at Customer's option: Online Course Catalog, Advanced Search, Events, Online Registration / Shopping Cart / e-Commerce, Website configuration.
- EMS Training – see EMS Training below

Additional time used for Implementation, Data Direct, Web Design, and Training Services will be at an agreed upon hourly rate depending on services required. Implementation Fee is due within thirty (30) days from Effective Date prior to start of Implementation Services.

Annual Maintenance Fee EMS and Data Direct   **$13,000.00***

Includes hosting, maintenance and up to two (2) hours of monthly support services.

Annual Maintenance and Hosting Fee registration tiers:

- 0 - 13,000 unique registrations: $13,000.00 (first year pricing)
- 13,001 – 20,000 unique registrations: $16,000.00
- 20,001+ unique registrations please review with CampusCE for pricing

Annual Maintenance Fee: First Annual Maintenance Fee is due on Net 30 day terms of Customer's receipt of invoice. Annual Maintenance Fees are due Net 30 terms prior to each successive fiscal annual date thereafter. Maintenance Fees and hourly rates will not be increased in excess of 5% annually and only if agreed in writing by both parties.

Optional Additional Configurable Registration Pages: **$2,500.00 ea**

One time implementation fee of $2,500.00 for each subset group (in addition to the URL's associated with Implementation Fees above that requires a separate and unique registration page (Workforce Training, Lifelong Learning, Professional Development etc.). There may be additional Maintenance Fees associated with new Departments.

Optional CampusCE Data Direct License(s):   **see chart below**

Business Intelligence and Reporting Solution enables CampusCE customers to easily access their CampusCE data via secure ODBC and use Microsoft Excel connection SQL Database Server to provide web based selfservice, ad hoc reporting and analysis.

	Item	Item Price	Annual License Fees
	1 Authorized Named User licenses, providing direct SQL access to Customer's CampusCE hosted, Data Warehouse	$1,000	$1,000
	Includes hosting and maintenance.		
	Total	**$1,000**	**$1,000**

Optional Additional Data Direct Licensing:

		Item Price	Annual License Fees
	Bundle of 3 additional users	$1,800	$1,800

Optional Data Import Services:

Customer may engage CampusCE to import or re-enter certain data into the EMS system from Customer's legacy database system. CampusCE will work with Customer to develop an estimate of the time required. Data Import Services will be billed at the Discounted Development Rate.

Payment Instructions: Payments shall be made by a method agreed upon by both parties.

Late Payment Penalty: Customer shall be liable for a late payment penalty of not more than 1-1/2% per month for any unpaid balance owing on Due Date, which interest shall be in addition to such fees due and owing to CampusCE.

Training:

CampusCE Corporation will provide fourteen (14) sessions 50 minutes each (for up to 6 staff) via remote applications directly after implementation. The Training sessions will be conducted according to a schedule

agreed upon by both parties during the implementation process. Additional training will be available via remote applications or Telephone consultation at the rate of $150 per hour. Onsite training will be billed at the rate of $150 per hour plus reimbursement of any reasonable out of pocket expenses incurred in preparing for and performing the training. Training services are billed in 15-minute increments. Actual charges will be based on the number of hours spent by CampusCE at the above hourly rates. **Onsite Training is available, and is an optional purchase. Onsite training is billed at the training rate of $150 per hour + travel costs (hotel, transportation, air fare) + per diem. Onsite training is optional and is not included in this contract. We require a minimum of 60 days advance notice to schedule onsite training.**

Support:
CampusCE Corporation will provide two (2) hours of Customer Support each month during the course of the contract. This does not include bugs or errors caused by the product; CampusCE will handle those at no fee. Additional support will be charged at a bill rate of $150.00 per hour. Support requests will be accepted by email and an estimated completion times with associated costs will be provided to client. No work will be initiated until signed off by the requesting party. All billable support requests are billed in 15-minute increments and will be charged at actual time used.

Business Consulting Services:
Customer may elect to engage CampusCE to provide certain business consulting services including administering the EMS system on behalf of Customer. Such services will be documented by Consulting Agreements detailing the scope of work, estimated completion times and associated costs at agreed upon hourly rates. No work will be initiated until signed off by the requesting party.

Customization & Integration:
Customer may elect to engage CampusCE to make certain changes or enhancements to the EMS system. Customization requests will be documented by Statements of Work with estimated completion times and associated costs. No work will be initiated until signed off by the requesting party.

Standard Development Rate: CampusCE's Standard Development Rate is $200.00 hour.
Discounted Development Rate: For a period of one year from Effective Date, CampusCE will provide Customer a Discounted Development Rate of $150.00 per hour.

Optional Customizations - Costs associated with customizations are invoiced with a work order of estimated cost for completion. 50% of estimated cost of completion for customization is due prior to start of work and balance of actual cost for is due at completion and acceptance of work. Invoices are due within ten (10) days of Customer's receipt of invoice.   *Work Orders – All Customizations are invoiced with a work order. Work Orders requested by client are invoiced at $150 per hour and are included as part of the scope of work for customization or optional purchase project(s). If client chooses not to execute on work order and a work order has been written and submitted to the client, client will be billed for time required to write work order at $150 per hour.

Autopayment feature:

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Customer may elect to implement the Auto-payment feature. The Auto-payment feature requires a thirdparty processor merchant account to be created by the customer, and configured by CampusCE to work with the customer's e-commerce site. CampusCE has integrations with the following authorization services:

- Touchnet "MarketPlace",
- Authorize.net "AIM" or "Gateway",
- Elavon "Virtual Merchant",
- NelNet "QuickPay",
- Higher One/CashNet "ePayment",
- FirstData "Global Gateway",
- Forte "Payments Gateway", ☐   Merchant e-Solutions "PayHere", and
- CyberSource "Simple Order Post" systems.

Further customization may be required for customer's specific installation of these services and if customer chooses another processor for real-time credit card authorization requests.

Contract Term:
This Service Plan will have an initial term beginning on the Effective Date and continuing for a period of one year. Thereafter the Service Plan will automatically renew for successive one-year terms unless either party gives the other a written notice of non-renewal at least 60 days prior to the end of the then-current term for a period of (5) years from the Effective Date. If either party gives a written notice of non-renewal as herein provided, (a) the parties shall continue to perform in accordance with the terms of this Agreement until the last day of the term. The termination or expiration of this Agreement shall not extinguish either party's obligations to safeguard the intellectual property, confidential information or proprietary rights of this Agreement.

Signing of this document confirms the parties' agreement to the above terms and conditions for the implementation of CampusCE EMS Suite Version 6.0.

CampusCE Corporation

School Board of Sarasota County on behalf of Suncoast Technical College

By:

By:

Title:

Title:

Date:

Date:

Approved for Legal Content
June 2, 2015, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_

Exhibit A
CampusCE EMS Version 6.0 Core Features List

Academic Scheduling

1. Add/Edit/Schedule building & rooms
2. Calendar view of rooms
3. Find an open room; search by equipment, capacity, location, type
4. Specify date range and term for display on web site
5. Search and calculate session dates **Course Management**

1. Add/Edit Courses
2. Assign multiple categories to courses
3. Prioritize courses on web/print
4. Add/View/Edit new class sections
5. Assign instructors to sessions
6. Calculate class dates for all classes

Student / Group Management

1. Add/Edit students and groups
2. Transactions & transcripts
3. Robust data integrity & security

Instructor Management

1. Add/Edit Instructor Pay & Schedules
2. Online Biographies
3. Vacation Blackout Dates
4. Instructor Class Listing 5. Instructor Agreements

Marketing / Communication

1. Email Campaign Management
2. Segment and Group Targeting
3. Registration updates
4. Cancelation Notifications

Online Registration / E-Commerce

1. Position/Add/Edit Categories
2. Add, search & process registration orders
3. Configurable email templates for student emails
4. Drop or switch a class in registration order
5. Reporting registration statistics **Financial & Academic Reporting**

1. Printable, exportable, configurable reports
2. List of courses & classes by quarter, department, building, room, and instructor

3.   Expense info by department & class with projected income/expense

4.   Track receivables

5.   Running totals of receivables by term

6.   Projected income and expenses

7.   Display all registration transactions for the day **Administration**

1. Add/Edit departments

2. Add/Edit college wide holidays

3. Edit wording on registration site and in email templates to students

4. Add/Edit terms

5. Add/Edit Administrative users & permissions

Exhibit B
CampusCE EMS Version 6.0 Project Plan

Preparation

1. Designate project manager

2. System design discussion

3. Schedule Project Plan milestones

4. Provide registration site configuration template

5. Existing Data Import/Migration (if applicable)

6. Auto-payment merchant account

7. Identify additional customizations (if applicable)

8. Integrate customization schedule into Project Plan (if applicable)

Configuration

9. Configure and deploy Administration Test Site

10. Configure and deploy Registration Test Site

11. Set up user roles & permissions

12. Set up auto-email templates

13. Configure print catalog publishing template (if applicable)**

14. Schedule training sessions

Rollout

15. Deploy Administration Live Site

16. Demo completed Administration Site

17. Deploy Registration Live Site

18. Test registration processes

19. Test auto-payment transactions

20. Training sessions

Review

21. Review discussion

22. Schedule post-launch customization

23. Optimize workflows