STATE OF NORTH CAROLINA	REQUEST FOR PROPOSAL NO. 50-NCCCS1112
NC Community College System Office	Bids will be publicly opened: **February 13, 2012**
	Contract Type: Open Market
Refer ALL Inquiries to: Karen Kelly Telephone No. 919-807-7090.	Date Issued: **January 20, 2012** Commodity Number: **208** Commodity: **Modular Object Oriented Dynamic Learning Environment (MOODLE) Learning Management System (LMS)**
E-Mail: kellyk@nccommunitycolleges.edu	Using Agency Name: NC Community College System
(See page 2 for delivery instructions)	Agency Requisition No. N/A

OFFER AND ACCEPTANCE: This solicitation advertises the State's needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Vendor's proposal.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Remote-Learner US Inc.		
STREET ADDRESS: 201 Osage Lane, Suite 2	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Waynesboro, VA 22980	TELEPHONE NUMBER: 540-943-7831	TOLL FREE TEL. NO 877-299-1293
PRINT NAME & TITLE OF PERSON SIGNING: Jason Cole, CEO	FAX NUMBER: 540-943-9824	
AUTHORIZED SIGNATURE: *[signature]*	DATE: 9 Feb 2012	E-MAIL: jason.cole@remote-learner.net

Offer valid for ninety (90) days from date of bid opening unless otherwise stated here: _____ days

ACCEPTANCE OF BID: If any or all parts of this bid are accepted, an authorized representative of the NC Community College System Office shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the State's General and Supplemental Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR NC COMMUNITY COLLEGE SYSTEM OFFICE USE ONLY
Offer accepted and contract awarded this ____ day of _____, 2011, as indicated on attached certification,
by _____ (Authorized representative of the NC Community College System Office.

Attachment A – Certification of Compliance With
Executive Order # 24

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

By Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or

(2) have performed under such a contract within the past year; or

(3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Attachment and submitting a bid in response to the accompanying solicitation, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Jason Cole, CEO	E-MAIL: jason.cole@remote-learner.net
AUTHORIZED SIGNATURE:	DATE: 9 February 2012

9 February, 2012

Karen Kelly
North Carolina Community College System Office
200 West Jones Street
Raleigh, NC 27603

Ms. Kelly,

Thank you for the opportunity to submit a proposal on Request for Proposal No. 50-NCCCS1112.

Enclosed is the proposal describing Remote-Learner's responses to the specific requirements and options as requested in the RFP.

Rod Deter, VP Client Services, may contractually obligate Remote-Learner regarding this RFP. Rod is also your contact for clarifications and any negotiations.

Rod's contact information is:

Rod Deter
VP Client Services
Remote-Learner US Inc.
201 Osage Lane, Suite 2
Waynesboro, VA 22980

Office: 540.943.7831 x 117
Mobile: 919.673.5147
Fax: 540.943.9824
Email: rod@remote-learner.net

We acknowledge receipt of Addendum 1 – Questions/Answers.

Sincerely,

Jason Cole
CEO
Remote-Learner Inc.
201 Osage Lane, Suite 2
Waynesboro, VA 22980

Office: 540.943.7831 x 134
Email: Jason.cole@remote-learner.net

Section 2 – Table of Contents

Section 3 - Proposal Summary

The North Carolina Community College System (NCCCS) seeks a solid, innovative organization to provide complete support and hosting of their Moodle Learning Management System. With limited budgets and growing demands from students, faculty, and administration, NCCCS seeks a partner to implement and manage a large and growing Moodle LMS infrastructure with minimal cost and effort from the System Office and maximum flexibility for the individual colleges.

Remote-Learner's solution is based on dedicating specific Moodle experts to manage your Moodle Learning Management System and on a proven architecture based in North Carolina that can grow as your needs grow. The proposed solution provides each college the capacity for individualization and local autonomy while maintaining basic consistency across the whole system.

Remote-Learner's proposed solution creates an architecture that can grow with the colleges' needs and includes high availability, scalability, and has options for disaster recovery. The solution will be hosted at MCNC, a non-profit organization located in Research Triangle Park who provides broadband communications technology services to K-20 organizations throughout North Carolina. By building a dedicated private cloud infrastructure for NCCCS in North Carolina, Remote-Learner will provide the colleges with the flexibility to cost-effectively meet individual needs. Remote-Learner's solution is based on providing capacity necessary to meet needs, while avoiding arbitrary per student or FTE based pricing. However, when the costs are averaged out, Remote-Learner's solution is less that $2 per FTE for the base hosting and support package.

We will work with each individual school to assure the smoothest transition possible. Our flexible training plan assures ample training is available to all instructors and administrators at minimal cost. The solution also includes dedicated named support individuals to assure depth of understanding of the NCCCS' and the individual colleges' needs and provides and an option for a 24x7 help desk. Additional optional items, including custom reports, a data warehouse, and the use of Remote-Learner's Enterprise Learning Management System will give the colleges and the NCCCS access to data necessary to improve delivery of learning, student retention, and meeting SACS requirements.

Remote-Learner is a proven, privately owned company serving the NCCCS for over 4 years. Remote-Learner has been the key provider of training and a pilot Moodle hosting program for the NCCCS. Remote-Learner currently provides Moodle support and hosting to more than 15 of the North Carolina Community Colleges today as well as multiple universities and K-12 programs in North Carolina. Internationally our more than 60 employees are dedicated to providing support and hosting to over 1500 customers and 4 million users.

We look forward to the next step serving The North Carolina Community College System with innovative, cost effective e-learning solutions.

Pricing Proposal 1, Three Year Minimum Commitment

Item	Year 1	Year 2	Year 3	Year 4	Year 5	100% deployment (14)
Schools involved (1)	26	34	36	38	39	58
Estimated users FTE (2)	125,000	165,000	175,000	185,000	190,000	280,000
Projected maximum Concurrency (3&4)	12,500	16,500	17,500	18,500	19,000	28,000
Support and hosting	$235,995	$339,995	$349,995	$359,995	$365,995	$546,995
One time set-up fee(5)	$154,000					
Disaster recovery option 1 (6)	$125,995	$139,995	$141,995	$144,995	$175,995	$515,995
Disaster Recovery option 2 (7)	$95,995	$107,995	$109,995	$112,995	$139,995	$395,995
Offsite backup option 3 (8)	$45,995	$59,995	$62,995	$66,995	$67,995	$100,995
24x7 Help Desk Support:						
Estimated total cases (9)	31,500	41,000	43,500	46,000	47,000	70,000
Student Help Desk	$414,995	$541,995	$575,995	$605,995	$621,995	$924,995
Training:						
On-line Course Developer Training per seat (10)	$249 per seat	$249 per seat	$249 per seat	$249 per seat	$249 per seat	$249 per seat
On-site Course Developer Training per seat (11)	$289 per seat	$289 per seat	$289 per seat	$289 per seat	$289 per seat	$289 per seat
On-line Moodle Admin Training (12)	$450 per seat	$450 per seat	$450 per seat	$450 per seat	$450 per seat	$450 per seat
Train the Trainer (13)	$15,000 for 5 people	$15,000 for 5 people	$15,000 for 5 people	$15,000 for 5 people	$15,000 for 5 people	$15,000 for 5 people
Optional Desired Functionality:						
Custom Reports (15)	$60,000					
Data warehouse	$30,000					
ELIS PM and reports (16)	$104,000	$136,000	$144,000	$152,000	$156,000	$232,000

Explanations and notes:

All prices beyond the initial contract term will be adjusted annually for inflation as determined by the Producer Price Index.

(1) The number of schools estimated by NCCCS per question and answers.

(2) Remote-Learner is not pricing this RFP based on FTE but did the following calculations in order to estimate the concurrency NCCCS will need to support the user base. Our pricing is based on resources necessary to deliver the service required. The number of concurrent users is the primary requirement to determine those needs.

  The calculations:
  Total system FTE per President's State Budget: 280,000
  Total schools in the system: 58
  Average FTE per school: 4,800
  Number of schools projected in year one by NCCCS: 26
  Projected FTE year 1: 125,000 (=4,800x26)

(3) We projected a 10% concurrency against the total users.

(4) See Section 7, Performance, Capacity, and Scalability, a, for the definition of concurrency.

(5) One-time set-up. This includes migration of the 26 schools to the new configuration working in conjunction with each school to ensure a smooth transition and the proper set-up. This does not include course conversion or migration services from non-Moodle learning management systems.

(6) Full Capacity DR Site, see Section 4d1 for explanation and details.

(7) Reduced Capacity DR Site, see Section 4d1 for explanation and details.

(8) Offsite Backup, see Section 4d1 for explanation and details.

(9) We have estimated 1 case per every 4 users per year. Additional incidents billed at $13.20 / incident.

(10) The training prices are per participant. Each session is to include 20 participants. See Section 6 for training details.

(11) The training prices are per participant. Each session is to include 20 participants. See Section 6 for training details.

(12) The training prices are per participant. Each session is to include a minimum of 15 participants and a maximum of 20 participants. See Section 6 for training details.

(13) The train the trainer sessions are for a maximum of 5 trainers. See Section 6 for training details.

(14) This column has the cost for a full system wide deployment based on the FTE totals in the President's State Budget.

(15) Assumes 4 reports not to exceed 420 hours of development time.

(16) ELIS PM and Reports is $4,000 per school.

Pricing Proposal 2, One Year Commitment

Item	Year 1
Schools involved (1)	26
Estimated users FTE (2)	125,000
Projected maximum Concurrency (3&4)	12,500
Support and hosting	$339,995
One time set-up fee(5)	$154,000
Disaster recovery option 1 (6)	$225,995
Disaster Recovery option 2 (7)	$165,995
Offsite backup PER backup (8)	$45,995
24x7 Help Desk Support	
Estimated total cases (9)	31,500
Student Help Desk	$414,995
Training	
On-line Course Developer Training per seat (10)	$249 per seat
On-site Course Developer Training per seat (11)	$289 per seat
On-line Moodle Admin Training (12)	$450 per seat
Train the Trainer (13)	$15,000 for 5 people
Optional Desired Functionality:	
Custom Reports (14)	$60,000
Data warehouse	$30,000
ELIS PM and reports (15)	$104,000

Explanations and notes:

(1) The number of schools estimated by NCCCS per question and answers.
(2) Remote-Learner is not pricing this RFP based on FTE but did the following calculations in order to estimate the concurrency NCCCS will need to support the user base. Our pricing is based on resources necessary to deliver the service required. The number of concurrent users is the primary requirement to determine those needs.

The calculations:
Total system FTE per President's State Budget: 280,000
Total schools in the system: 58
Average FTE per school: 4,800
Number of schools projected in year one by NCCCS: 26

Projected FTE year 1: 125,000 (=4,800x26)

(3) We projected a 10% concurrency against the total users.

(4) See Section 7a for the definition of concurrency.

(5) One-time set-up. This includes migration of the 26 schools to the new configuration working in conjunction with each school to ensure a smooth transition and the proper set-up. This does not include course conversion or migration services from non-Moodle learning management systems.

(6) Full Capacity DR Site, see Section 4d1 for explanation and details.

(7) Reduced Capacity DR Site, see Section 4d1 for explanation and details.

(8) Offsite Backup, see Section 4d1 for explanation and details.

(9) We have estimated 1 case per every 4 users per year. Additional incidents billed at $13.20 / incident.

(10) The training prices are per participant. Each session is to include 20 participants. See Section 6 for training details.

(11) The training prices are per participant. Each session is to include 20 participants. See Section 6 for training details.

(12) The training prices are per participant. Each session is to include a minimum of 15 participants and a maximum of 20 participants. See Section 6 for training details.

(13) The train the trainer sessions are for a maximum of 5 trainers. See Section 6 for training details.

(14) Assumes 4 reports not to exceed 420 hours of development time.

(15) ELIS PM and Reports is $4,000 per school.

Section 11: Other Requirements and Special Terms

1) VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.

Will any work under this contract be performed outside the US? Yes __x__ No _____
Where the services will be performed: Canada, Kochi, India and Jakarta, Indonesia

a) *The location of the work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States*

Remote-Learner employs talent in a number of locations around the globe. We have employees in Canada providing support and product development in Canada. We also employ an over-night support technician in Jakarta, Indonesia.

Spark Support, a subcontractor in Kochi, India, provides some of our IT support. These technicians provide operating system and middleware technical administration and support services.

If the NCCCS decides to choose our Platinum Support, call center operations may be provided from Toronto, Canada.

b) *The corporate structure and location of corporate employees and activities of the Vendors, its affiliates and any other subcontractors*

Remote-Learner Inc. is a Delaware corporation with operating companies in the US, Canada and the UK.

Spark Support is a private partnership providing IT services located in Kochi, India.

A potential sub-contractor provides call center services from Toronto, Canada.

c) *Notice of the relocation of the vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States*

Remote-Learner will notify the NCCCS and any appropriate state authorities if any of the persons performing services under this contract are not already living outside of the US relocate outside of the US.

d) *Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.*

If Remote-Learner or any of its subcontractors provide call or contact center services outside of the United States, they will disclose the location from which the call or contact center services are being provided.

2) References

1. University of North Carolina at Charlotte
   9201 Univeristy City Blvd
   Charlotte, NC 28223

   Contact: Lee Norris
   Technical System Lead
   Center for the Teaching and Learning
   cnorri11@uncc.edu
   704.687.8084

2. Guildford Technical Community College
   601 High Point Road
   Jamestown, NC 27282

   Contact: Amy Brown
   Director of eLearning
   albrown@gtcc.edu
   336.334.4822 x 50060

3. Cypress-Fairbanks ISD
   10300 Jones Rd. Suite 401
   Houston, TX 77065

   Contact: Harold Rowe
   Associate Superintendent Technology and School Services
   harold.rowe@cfisd.net
   281.897.3810

3) Financial and Corporate Information

Remote-Learner, Inc.
201 Osage Lane, Suite 2
Waynesboro, VA 22980
Phone: 540.943.7831
Fax: 540.943.9824

Remote-Learner Inc. is, a privately held, Delaware corporation with operating companies in the US, Canada and the UK.

Established in 1982, Remote-Learner's mission is to enable people and organizations to reach their goals through the democratization of learning technology. We value openness with our customers and employees and strive for continuous learning to improve the lives our customers and ourselves.

Remote-Learner has created training, development and educational technology projects for our customers since 1982. We have always been a learning services company. Our customers include small and large business organizations, governmental entities, school districts and higher education institutions. Remote-Learner played a central role in the establishment of the Moodle partner's network that is the economic engine behind the continuing success and development of Moodle. Remote-Learner is the largest of the 50+ worldwide Moodle partners.

We provide services to over 1500 customers, 4 million users, and 2500 Moodle sites; have over 60 employees focused on eLearning services and technology. We maintain operations in the US, Canada, and the United Kingdom. We operate two data centers in the US, one in Canada, and one in the UK providing clients with 24/7/365 support for Moodle and other learning technologies.

Remote-Learner created the Enterprise Learning Intelligence System (ELIS) to expand Moodle's capability for the entire enterprise. ELIS is also distributed under GPL.

Remote-Learner has five service divisions:
- Support and hosting
- Training
- Strategic consultation and implementation services
- Customization services
- Instructional design services

Remote-Learner is an official Moodle, JasperSoft, Alfresco, Kaltura, and Mahara partner and we have alliances with a number of key organizations supporting educational technology including Red Hat and Adobe. Five Remote-Learner staff members are on the Moodle Core Development team and our employees have written four books on Moodle.

On January 1, 2012 we had 75 full-time employees in the US, Canada, and the UK. On January 1, 2011 we had 54 and on January 1, 2010 we had 39.

A report from Dun and Bradstreet, stating the financial condition and credit rating of the company can be found below.

Remote-Learner
INNOVATION IN LEARNING SERVICES

DNBi®

Live Report : REMOTE-LEARNER US INC.

D-U-N-S® Number: 78-693-7396
Endorsement: karen@remote-learner.net

D&B Address	
Address	201 Osage Ln Ste 2
	Waynesboro , VA - 22980
Location Type	Headquarters
Phone	540 943-7831
Fax	
Web	

Trade Names	
Trade Names	No trade names for this company.

Company Summary

Trade Payments - Timeliness of Historical Payments

When weighted by dollar amount, Payments to suppliers average 5 days beyond terms

12-month D&B PAYDEX®: 77 ⬆

(Lowest Risk:100; Highest Risk:1) This assessment is based on D&Bs 12-month PAYDEX® Score.

Predictive Indicators - Risk of Financial Stress

Financial Stress Score Class: 3
Medium risk of severe financial stress over the next 12 months.

History & Operations

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	JASON COLE, CEO
Year Started	2006
Employees	52 (4 Here)
SIC	7373 , 8299
Line of business	Computer systems design, school/educational services
NAICS	541512
History Status	INCOMPLETE

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	3	08/15/11

The public record items contained herein may have been

Predictive Indicators - Risk of Payment Delinquency

Commercial Credit Score Class: 2

Predictive Indicators - Supplier Evaluation Risk

Supplier Evaluation Risk Rating: 4 Moderate risk of supplier experiencing severe financial stress over the next 12 months.

Predictive Indicators - Credit Capacityfor Headquarters

D&B Rating: --

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.
This assessment is based on D&'s D&B Rating.

1

paid, terminated, vacated or released prior to todays date.

This information may not be reproduced in whole or in part by any means of reproduction.

2

4) Other terms and conditions

Remote-Learner understands and agrees to comply with all of the terms and conditions listed in Section V. Other Requirements and Special Terms.

Conflict of Interest Statement

1. Remote-Learner certifies that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP.

2. Remote-Learner certifies that no employee of the Vendor is related by blood or marriage to any Agency employee or resides with an Agency employee.

Errata and Exceptions

This page intentionally left blank.

<table>
<tr><td colspan="2">STATE OF NORTH CAROLINA

NC Community College System</td><td colspan="2">REQUEST FOR BEST AND FINAL OFFER (BAFO) 50-NCCCS1112</td></tr>
</table>

STATE OF NORTH CAROLINA **NC Community College System**	**REQUEST FOR BEST AND FINAL OFFER (BAFO) 50-NCCCS1112**
	Offers will be received until: April 17, 2012
	Contract Type: Open Market
Refer ALL Inquiries to: Karen Kelly Telephone No. (919) 807-7090	Issue Date: April 11, 2012 Commodity: 208 Modular Object Oriented Dynamic Learning Environment (MOODLE) Learning Management System (LMS)
kellyk@nccommunitycolleges.edu	Using Agency Name: NC Community College System
(See page 2 for mailing instructions.)	Agency Requisition No. N/A

NOTICE TO VENDOR Offers, subject to the conditions made a part hereof, will be received at this office, 200 W. Jones St, Raleigh NC 27603, until 2:00 p.m. Eastern Standard Time on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offers (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS § 147-33.100 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.
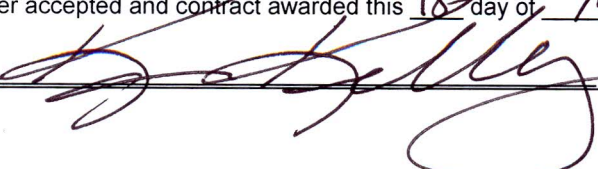
Failure to execute/sign offer prior to submittal shall render quote invalid. Late offers are not acceptable.

VENDOR: Remote-Learner	E-MAIL:	
STREET ADDRESS: 201 Osage Lane, Suite 2	P.O. BOX: 717	ZIP: 22939
CITY & STATE & ZIP: Waynesboro, VA 22980	TELEPHONE NUMBER: 540.943.7831	TOLL FREE TEL. NO:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Rodney Deter, VP Client Services	FAX NUMBER: 540.943.9824	
AUTHORIZED SIGNATURE: _(signature)_	DATE:	

Offer valid for forty-five (45) days from date of opening unless otherwise stated here: _____ days

ACCEPTANCE OF BEST AND FINAL OFFER

If the State accepts any or all parts of this offer, an authorized representative of NC Community College System shall affix her/his signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the IT Procurement Office General Terms and Conditions for Goods and Services. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR NC Community College System USE ONLY
Offer accepted and contract awarded this _18th_ day of _May_ , 2012, as indicated on attached certification,
by _(signature)_ (Authorized representative of NC Community College System).
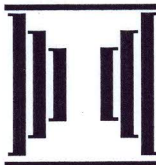
MEMORANDUM

TO:	Lisa Cobb Contract Specialist
FROM:	Karen Kelly Asst. Manager, Administrative Services
DATE:	May 9, 2012
RE:	Moodle RFP BID# 50-NCCCS1112

The North Carolina Community College System (System Office) submitted a Request for Proposal (RFP) for the purpose of contracting with a qualified vendor for an enterprise Moodle managed services solution for up to fifty-eight colleges and other eligible organizations.

The RFP was posted to the Interactive Purchasing System (IPS) on January 20, 2012, with an open date of February 13, 2012. Remote-Learner.Net and Moodlerooms Inc submitted proposals. The System Office evaluation team reviewed the submitted proposals and rated them using a consensus scoring. The evaluation rubric was weighted according to the most important criteria as follows: Proposed Solution (60%), Desired Specifications (10%), Financial Information (20%), References and Past Performance (10%). The evaluation process consisted of an evaluation of the submitted bids, vendor demonstrations, clarifying questions, and reference interviews either by phone or in writing. Remote-Learner.Net achieved the highest score according to the evaluation rubric in all four categories both in the raw scores and in the weighted scores. Additionally, the pricing of the proposed solution was evaluated and the overall cost of the solution from Remote-Learner.Net was more cost effective for the System Office. Beyond the costs of the proposed solution, further comparisons revealed that the additional storage costs, consulting costs per hour, additional branding costs, charges for more than three instances of Moodle, and Datatel integration costs were all more cost effective by Remote-Learner.Net. After an exhaustive review of the information supplied in the RFP, the demonstrations, clarifying questions and the additional cost considerations, Remote-Learner.Net was the vendor chosen.

By following the rubric stated at the beginning of the evaluation process, Remote-Learner achieved the highest score in the sections of Proposed Solution and Desired Specifications by meeting the requirements included in the RFP. The score was very close, but the Remote-Learner raw score of 266 for the proposed solution and 15 for the desired specifications were higher than Moodlerooms' raw scores of 249 and 14 respectively. Remote-Learner also scored higher in every subsection of the proposed solution, except the training requirements subsection which was a tie with Moodlerooms. After applying the weights to the four different categories, Remote-Learner.Net achieved a lead of 9.1 points overall.

In review of the final pricing information (BAFO), Remote-Learner's solution is the best value. The Power solution from Moodlerooms is cheaper but there is significant functionality loss with that product. Joule reporting and the SQL builder feature are not available in the Moodlerooms Power solution. Therefore, in order to make the two vendor solutions functionally comparable, the ELIS cost and the Data Warehouse cost would have to be removed from the Remote-Learner solution. Under those circumstances the Remote-Learner solution is still the best value. If Joule is the preferred Moodlerooms solution, then Remote-Learner is still the better value if ELIS costs are included and the Data Warehouse cost is excluded. Since Moodlerooms does not offer the option of a Data Warehouse (NCCCS system-wide) for across-instance reporting, that functionality is an added benefit to selecting the Remote-Learner.Net solution. There would be a $109,149 savings from the Remote-Learner solution with ELIS ($756,985) compared to the Joule solution ($866,134) as proposed by Moodlerooms over the 3-year contract term if all renewals are exercised.

Based on the overall evaluation as stated above, we recommend that the contract be awarded to Remote-Learner.Net.

Beverly E. Purdue, Governor   Jonathan Womer, State Chief Information Officer

Memorandum

To:	Karen Kelly, Purchasing Agent NC Community College Office
From:	Lisa Cobb, Contract Specialist Statewide IT Procurement Office
Subject:	Evaluation of Award Recommendation of ITS-006119 for Bid #50-NCCCS112
Date:	May 17, 2012

Your award recommendation for Bid #50-NCCCS112 was received on May 16, 2012.

The evaluation methodology outlined in the Bid #50-NCCCS112 appears to have been followed during your evaluation of the bids. Your award recommendation appears to have adequate explanation of your scoring methodology and basis for the scores given.

The Statewide IT Procurement Office has completed its review of your recommendation and authorizes your recommendation for the award of Bid #50-NCCCS112 to Remote-Learner. NCCCSO recommendation for award and associated files were sent with high priority and the reviewers have not had sufficient time to adequately review the documents and respond fully.

The Enterprise Architecture Department has expressed concerns around the risks associated with the lack of detail around disaster recovery plans and off-site data storage. ITS Legal has expressed concerns that the recommended vendor did not take exceptions to the State's terms: as stated on the blank errata and exceptions page in their bid. However, a license agreement was presented and it is reviewed as a condition of the Vendor's bid. As such, it requires the purchasing agency to indemnify the vendor, allows the vendor to enforce terms against the agency without notice, and to do so in another jurisdiction subject to laws other than those of North Carolina. There's no evidence that these, or other matters, were resolved. Statewide IT Procurement advises the agency not to sign, or accept, the vendor's license agreement; and further, to reject the license agreement in the notice of award. It is also noted that per 09 NCAC 06B.0403 any clarifications or negotiations that have been agreed upon that effect the contract must be conducted in writing and included in the Best and Final Offer. Statewide has expressed concerns that all the negotiated issues may not have been captured in writing.

The term of the contract will be for a period of one year from date of award for an amount not to exceed $288,990.00. No changes to the scope, the contract term or the dollar amount shall be allowed without prior written approval from the Statewide IT Procurement Office.

After you have executed your contract and issued your purchase order, please send the fully executed copies of the final contract along with your issued purchase order to this office for our files. The State retains the option to renew for two additional one year periods.

If you have any questions or require further information, please contact Lisa Cobb at (919) 754-6663 or at lisa.cobb@nc.gov.

Acceptable Use Policy and Service Level Agreement
Uptime, Security and Privacy Policy
And ELIS Service Agreement
(US and Canada)

This agreement is between Remote-Learner and _____.

This Remote-Learner ("Provider") provisioning agreement ("Agreement") is designed to protect our customers ("Customers"), third party intellectual property and Provider's interests in terms of compliance with all relevant laws and regulations, and to promote the security and availability of Provider's network and physical infrastructure. This Agreement applies to each Customer's use of services ("Service") provisioned by Provider and every server or network device that is under each Customer's control and attached to Provider's infrastructure as a part of the Services ("Server").

This Agreement incorporates Provider's Acceptable Use Policy ("AUP") and Service Level Agreement ("SLA"), Uptime, Security and Privacy Policy and ELIS service guarantees. By provisioning Service Customer agrees to be bound by terms stated in this Agreement. Provider reserves the right to amend this Agreement from time to time and a Customer's continued use of the Services after changes to the Agreement are posted on Provider's web sites (http://remote-learner.net or http://remote-learner.ca) will constitute Customer acceptance of any amendments.

Customers are responsible for complying with the terms of this Agreement and for violations attributable to their customers and users, whether authorized or not by Customer. Customers must take all reasonable steps to ensure that their customers and users will comply with this Agreement.

This Agreement does not (a) obligate Provider to monitor, review, or police the data and content residing on its network or (b) create any obligation of Provider to any party that is not a Customer. Provider expressly disclaims any copyright liability for customer data and content residing on its network and for the actions of its Customers insofar as copyright material used that Customer does not own.

Any questions or comments regarding this Agreement should be directed to support@remote-learner.net (US) or support@remote-learner.ca (Canada).

Prohibited Content

Customers shall not allow the posting, transmission, or storage of data and content on or through the Services which, in Provider's legal determination, constitutes a violation of any relevant law, regulation, ordinance, or court order. Customers shall be responsible for determining what laws or regulations are applicable to their use of the Services. Prohibited content includes, without limitation, (a) content or code that facilitate any violation of, or describe ways to violate, this

Agreement or (b) "harvested" addresses or information, (c) "phishing" web sites, or (d) "spamvertising" sites.

A Customer shall not knowingly host on its Servers, or transmit over Provider's network, any material believed by Provider to constitute child pornography. In addition to any other actions it may take under this Agreement, Provider reserves the right to cooperate fully with any criminal investigation of content located on a Server that constitutes alleged child pornography.

Network Abuse

Customers are prohibited from engaging in any activities that Provider determines constitutes network abuse, including the following:

- Introducing or executing malicious programs into any network or server, such as viruses, worms, Trojan Horses, botnets and key loggers.
- Causing or initiating security breaches or disruptions of network communication and/or connectivity, including port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information.
- Executing any form of network activity that will intercept data not intended for the Customer's server.
- Evading or circumventing user authentication or security of any host, network or account, including cracking, brute-force, or dictionary attacks.
- Interfering with or denying service to any user, host, or network other than the Customer's host Service, such as a denial of service attack or distributed denial of service attack.
- Conduct designed to avoid restrictions or access limits to specific services, hosts, or networks, including the forging of packet headers or other identification information.
- Using any program, or sending messages of any kind, designed to interfere with or disable a user's terminal session.

Intellectual Property Infringement Policy

Customers may not transmit, distribute, download, copy, cache, host, or otherwise store on a Server any information, data, material, or work that infringes the intellectual property rights of others. Provider has the right to disable access to, or remove, infringing content to the extent required under any law or regulation, including the Digital Millennium Copyright Act of 1998 (US).

Provider reserves the right to suspend permanently or terminate the Services of any Customer that repeatedly violates Provider's Intellectual Property Infringement Policy or any copyright law.

E-mail Policy

Customer may not send unsolicited bulk messages over the Internet (i.e., "spamming") and must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the CAN-SPAM Act of 2003 (US) or proposed C-27/ECPA Act of 2010 (Canada).

Mass Mailings – Customers may not send mass unsolicited e-mail, which is email that is sent to recipients who cannot opt-out from mailings from the Customer. Customers who send mass mailings must maintain complete and accurate records of all consents and opt-ins, including the actual e-mail and its headers, and provide such records to Provider upon its request. If a Customer cannot provide positive and verifiable proof of such consents and opt-ins, Provider may consider the mass mailing to be unsolicited. Mail transit by social software Services (e.g., Moodle or Mahara) sent to Customer registered user accounts is not considered a mass mailing.

Mailing Lists – Customers are prohibited from operating mailing lists, listservs, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail addresses available to Customer for distribution of

information. Customers who operate mailing lists must maintain complete and accurate records of all consents and opt-ins (including the actual e-mails and their headers) and provide such records to Provider upon its request. If a Customer cannot provide positive and verifiable proof of such consents and opt-ins, Provider may consider the list mailing to be unsolicited. Any Customer-maintained mailing list must also allow any party on the list to remove itself automatically and permanently.

Other prohibited mailing activities include the following:

- Use of Provider's network for the receipt of replies to unsolicited mass e-mail
- Forgery of e-mail headers ("spoofing")
- Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software
- Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication
- Hosting web pages advertised within "spam e-mail" sent from another network ("spamvertising")
- Any other unsolicited bulk messages, postings, or transmissions through media such as weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, UseNet posts, pop-up messages, instant messages, or SMS messages.

Block Removal – If, as a result of a Customer's actions, Provider's mail servers or IP address ranges are placed on black hole lists and other mail filtering software systems, Provider shall charge Customer $500 upfront and $140 per-hour thereafter for any necessary remedial actions.

IP Allocation

A Customer shall not use IP addresses that were not assigned to it by Provider. Provider reserves the right to suspend the network access of any server utilizing IP addresses outside of the assigned range.

IRC Policy

Customers may not operate and maintain IRC servers which connect to global IRC networks such as Undernet, EFnet, DALnet. Use of IRC plug-ins, scripts, add-ons, clones or other software designed to disrupt or deny service to other users is prohibited. Harassing or abusive IRC activity is expressly prohibited under the Agreement, including (i) disruption or denial of service or (ii) the use or joining of "botnets" or the use of IRC BNC's or other proxy and re-direction software. If a Customer's IRC servers are frequently compromised or attract denial of service or distributed denial of service attacks that disrupt or denies service to other Customers or users, Provider may null-route, filter, suspend, or terminate that Customer's service.

UseNet Policy

UseNet posts and content must conform to standards established by the Internet community and the applicable newsgroup charter. Provider reserves the right to determine whether such posts violate the Agreement.

Legal Investigations

Customers will cooperate and comply with any civil or criminal investigation regarding content located on its Servers, including, without limitation, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court or government entity (each an "Investigation"). Provider reserves the right to comply with any Investigation without notice to a Customer. Customers shall not be entitled to service credits, and Provider shall not be in default

under any agreement for Services, if its compliance with any Investigation causes a Customer to incur downtime or requires the sequestering of all or a portion of the Servers.

Bandwidth Transfer Usage

Provider does not meter monthly packet traffic as a measurement of bandwidth transfer usage.

Customer's service is limited to concurrency as specified in the RFP.

Installation of Moodle Add-ons or Other Additional Software

Any additional software required by the customer must be installed by Provider. This includes any community generated non-core Moodle plug-ins (modules, blocks, course formats, authentication plug-ins, etc.), Moodle patches (function that changes core code files) or any other integrated software. These installations must be requested through the Provider support portal function, and can be installed subject to approval and payment of any applicable costs. Customer cannot install additional software on their own. Provider reserves the right to remove any software not installed by approved methods without prior notice, and suspend Customer service if necessary. Additional software can be installed according to Provider's Golden and Premium lists (see below) or by other specific arrangement agreed to between Provider and Customer.

Golden List 3rd party Moodle Add-on's

Provider maintains a Golden list of supported 3rd party Moodle add-on's which it will install on a Customers site upon request and payment of any applicable fees. This list is dynamic and available by asking. Provider may refuse to install any module not on this list. The criteria for Golden listed add-on's includes:

- strict adherence to Moodle's API and security guidelines
- no installation issues that make it difficult to install and remove
- actively maintained by a known organization or programmer
- no known performance issues that could impact scalability
- no functional errors that can prevent successful operation of a Moodle site

Note: Items on the Golden List are not part of standard Moodle and as such are not guaranteed to be functional or available through every version of Moodle. Customer must be aware of the risk of reliance on such add-ons..

Items installed from the Golden List include operational support; Customer can request help with correct operation of the item. They do not include full functional support; Provider cannot guarantee bug fixes or other problems will be fixed in a timely manner. Provider will communicate identified problems to the Moodle community maintainer of any specific add-on.

Customer can request an add-on not on the Golden list be reviewed by Provider for inclusion on the list. Depending on the size and complexity of the add-on, this review may incur a cost to the Customer. The review does not guarantee inclusion onto the list.

Limited Warranty

Customer acknowledges that Services are provided 'as is.' Neither Provider, nor any of our employees or agents, warrants that the Services will be uninterrupted, error free or free from viruses or other harmful components. Provider is not responsible for and hereby disclaim any warranties, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or completeness, non-infringement, merchantability or fitness for a particular purpose of information available on Provider servers or residing on or passing through its interconnecting networks. Use of information obtained from or through the Services is at the Customers risk. Under no circumstances will Provider be liable to Customer or any other person for any loss or

damage caused by Customer reliance on information available on its Servers or obtained through the Services.

Limitation of Liability

IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR CUSTOMER USE OR INABILITY TO USE PROVIDER SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF PROVIDER SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PROVIDER'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE STATE OR PROVINCE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, PROVIDER LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Miscellaneous

Customer may not assign rights and obligations under this Agreement without the prior written consent from Provider. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

Our failure to require Customer performance of any provision hereof shall not affect the right to require such performance thereafter; nor shall the waiver by Provider of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Any action for any claim arising under, or in connection with, this Agreement must be commenced by Customer within one year after the alleged cause of action has accrued or after the date of termination of this Agreement, whichever is earlier. In the event that any provision of this Agreement is deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the remainder of this Agreement.

Such provision may be amended or replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the parties as reflected in the original provision. No provision of this Agreement may be amended or modified by Customer except by means of a written document signed or expressly agreed to by Provider. All terms and conditions of this Agreement that should by their nature survive termination of this Agreement shall so survive.

This Agreement and the Customer order form, together with all amendments or modifications to any of them, constitute the complete and exclusive agreement between Provider and Customer and supersede and govern all prior proposals, agreements, or other communications.

Backups

Provider performs incremental 2-hour backups as part of the Service. Storage is located on a separate network attached storage server. Three types of backups are stored: Two hour incremental, daily and monthly. 2-hour incremental backups are performed and stored for up to 24 hours. Daily backups are stored for 10 days. Monthly backups are stored for 3 months. Backups are for disaster recovery. Accidental deletion of specific content by the Customer or a user may incur a recovery fee, with one (1) recovery event provided free during each annual period of Service.

Support Help Desk

Provider responds to all Customer requests for help via its Help Desk CRM portal located at http://support.remote-learner.net/login.php. A ticket must be entered by a named user associated with the Customer account. Login permissions to the support portal are provided to each named users. In case of emergencies (i.e. server outage) not detected by our server monitoring software and responded to by Provider technical support staff members (standard practice), Customer may call the Provider support number (540/943-7831 option 2) directly and speak with a technician. Customer should, even under these circumstances, submit a Help Desk ticket on the issue.

Help Desk Ticket Life Cycle

	Assignment & First Response	Response to Comment	Target Close or Downgrade
Emergency	15 minutes	1 hour	1 day
Urgent	1 hour	1 day	2 days
High	4 hours	1 day	5 days
Normal	8 hours	1 day	14 days

Violations of Agreement

Provider may enforce this Agreement with or without notice to a Customer for legal or fiduciary reasons, by any actions it deems necessary, including the following:

- Disabling access to a Customer's content that violates this Agreement
- Removal of DNS records from Servers
- Blocking mail or any other network service
- Effecting IP address null routing
- Suspending or terminating of a Customer's service

The aforementioned list of actions shall not be construed in any way to limit the actions or remedies that Provider may take to enforce and ensure compliance with this Agreement. Provider reserves the right to recover any and all expenses, and apply any reasonable charges, in connection with a Customer's violation of this Agreement. No service credits will be issued for any interruption in service resulting from violations of this Agreement.

Provider reserves the right at all times to investigate any actual, suspected, or alleged violations of this Agreement, with such investigation to include accessing of data and records on, or associated with, any Server.

BY ACCEPTING THIS AGREEMENT, CUSTOMER AGREES TO WAIVE AND HOLD PROVIDER HARMLESS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY PROVIDER AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT CUSTOMER CANNOT SUE OR RECOVER ANY DAMAGES WHATSOEVER FROM PROVIDER AS A RESULT OF

PROVIDER'S DECISION TO REMOVE MATERIAL FROM ITS SERVERS, WARN CUSTOMER, SUSPEND OR TERMINATE CUSTOMER ACCOUNT, OR TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF PROIVDER'S CONCLUSION THAT A VIOLATION HAS OCCURRED. THIS WAIVER APPLIES TO ALL VIOLATIONS DESCRIBED IN THIS AGREEMENT.

Uptime, Security & Privacy

The following policies apply to all pages and hosted sites within all domains located on Provider's Servers, unless otherwise noted.

99.99% Network Uptime Guarantee

Coverage - This 99.99% Network Uptime Guarantee applies to any Provider Customer in good financial standing with Provider at the time of a service outage.

Service Level - Provider endeavors to have our network available for use by any party in the world 99.99% of the time. Provider defines network uptime as the ability to reach our data center's core routers. This can be verified by running trace routes.

Credits - In the event that our network is not available for more than 99.99%, Provider will credit the following month's service fee as follows. For any client, such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed 50% of the monthly service charge for the affected month.

Monthly Uptime	Downtime Credit
99.99% - 99.9%	5%
99.9% - 99.2%	10%
99.2% - 97%	25%
96.9% or below	50%

In order for you to receive a credit on your account, you must request such credit within seven (7) days after you experienced the down time. You must request credit by sending an electronic mail message to the Provider Billing Department. The body of this message must contain your account name and domain (URL), the dates and times of the unavailability of our network, and such other customer identification requested by Provider. Credits will usually be applied within thirty (30) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event of an outage.

Restrictions - Credits shall not be provided to you in the event that you have any outage resulting from; (i) scheduled maintenance as posted from time to time at Provider; (ii) circumstances beyond Provider's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including failure of third party software or hardware or inability to obtain raw materials, supplies, or power needed for our network.

99.99% Application Server Uptime Guarantee

Coverage - This 99.99% Server Uptime Guarantee applies to any Provider Customer in good financial standing with Provider at the time of a service outage.

Service Level - Provider endeavors to have the content of your web site available for http access by any party in the world 99.9% of the time. Provider defines server uptime as the ability to reach your server via ping. This can be verified by pinging your server's IP Address.

Credits - In the event that your web site is not available for more than 99.9%, RL will credit the following month's service fee as follows. For any client, such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed 50% of the monthly service charge for the affected month.

Monthly Uptime	Downtime Cred
99.99% - 99.9%	5%
99.9% - 99.2%	10%
99.2% - 97%	25%
96.9% or below	50%

In order for you to receive a credit on your account, you must request such credit within seven (7) days after you experienced the down time. You must request credit by sending an electronic mail message to the Provider Billing Department. The body of this message must contain your account number, the dates and times of the unavailability of your web site, and such other customer identification requested by Provider. Credits will usually be applied within thirty (30) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event of an outage.

Restrictions - Credits shall not be provided to you in the event that you have any outage resulting from; (i) scheduled maintenance as posted from time to time at Provider; (ii) your behavior or the performance or failure of your equipment, facilities or applications; (iii) circumstances beyond Provider's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site; or (iv) a client breaking any item in Provider Agreement document causing a machine to fail as a result.

Security Notice

Unauthorized attempts to defeat or circumvent security or privacy features on Provider Services, to use the system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the system or its operation are prohibited. Evidence of such acts may be disclosed to law enforcement authorities and result in criminal prosecution under the Computer Fraud and Abuse Act of 1986 (Pub. L. 99-474) and the National Information Infrastructure Protection Act of 1996 (Pub. L. 104-294), (18 U.S.C. 1030), or other applicable criminal laws in the US, or PIPEDA in Canada.

Privacy Notice

We collect no personal information on Customer or their users without Customer knowledge when you visit a Provider site or any hosted Moodle environment on a Provider server, although you may choose to provide this information to Provider in specific instances. However, Provider software does collect and store certain information automatically.

Information Collected and Stored Automatically

When a user browses, reads pages, or downloads information within a Provider Service hosted domain, the software will automatically gather and store certain session technical information about the users visit. This information never identifies who the user is. The session information Provider Service collects and stores about the users visit includes:

- the Internet Protocol (IP) address of the domain from which you access the Internet (e.g., 123.456.789.012), whether yours individually or provided as a proxy by your Internet Service Provider (ISP)
- the type of browser (e.g., Firefox, Chrome, Safari, Internet Explorer etc.) and operating system (Windows, Macintosh, Unix) used to access Provider Service site
- the date and time the user accesses Provider Service site
- the pages a visitor selects (recorded by text and graphics files that compose that page)
- the Internet address of the website from which the user linked directly to a Provider Service site.

Moodle Service will use the summary statistics to generate course Logs and Reports, such as assessing learning activities for the purpose of assisting course creators and teachers in determining student performance and participation, and in determining the site's technical design specifications and identifying system performance or problem areas.

This information is NOT shared with anyone beyond the support staff for the Customer website and other appropriate Provider staff, except when required by computer security law enforcement investigation or other authorized legal purpose, and is customarily used only as a source of anonymous statistical information.

Cookies

Websites within Provider's hosted domains use only non-persistent (per-session) cookies to aid users in setting browsing, navigation preferences or Moodle learning management system requirements. These cookies do not collect personal information on users and are erased as soon as the user leaves the Moodle website.

Per-session cookies serve technical purposes such as providing seamless navigation through Provider hosted websites. These cookies do not permanently record data and they are not stored on the user's computer hard drive. Moodle cookies are stored in memory and are only available during an active browser session.

Personal Information

If Customer chooses to provide Provider with personal information—such as filling out a Contact Us or course registration form and submitting it to Provider through the website—that information will be used only to complete the activity for which it was provided, whether it is a one-time event (e.g., returning the results from a web search, forwarding an email message, or registering for a course, webinar etc.), or a recurring event, such as providing a subscription forum service. This information may be used for the technical support of the website and its computer system, or to enhance, evaluate, or otherwise review the website or a Provider Service. The information may also be used to contact an individual in response to a request for information or help desk support ticket.

Customer may choose to provide Provider with personal information, as in an e-mail message containing Customer comments or questions. Provider uses this information to improve Service to Customer or to respond to Customer requests. There are times when a Customer message is forwarded, as e-mail, to other Provider employees who may be better able to help Customer.

Provider does NOT collect information for commercial marketing. Personal information is shared only with employees of Provider's staff involved in processing data for the completion of the stated purpose, except for authorized law enforcement investigations, or as otherwise required by law.

Course Content

Under all circumstances Customer course content created on Provider hosted sites belongs to the Customer (i.e. considered copyright protected), and Provider employees are bound by an agreement of confidentiality when reviewing such content when requested through a help desk ticket submission or other request for help.

Questions, Comments, and Disputes

Questions and comments, including disputes and/or complaints, about Provider security and privacy policies should be addressed to support@remote-learner.net (US) or support@remote-learner.ca (Canada).

This constitutes the entire Agreement for Services; no other agreements implied or otherwise are binding on Provider unless specified under separate contract. This Agreement is considered in force once provisioning of Customer Services is complete.

Terms of Contract

All contracts for Provider hosting Services are for a period of 12 months, beginning on the provisioning of Service date determined by Customer and Provider representative. Valid purchase order or full payment must accompany this contract. Contract disputes are governed by the laws of the Commonwealth of Virginia in the US, or the Province of Ontario in Canada.

ELIS Service Agreement

ELIS, or Enterprise Learning Intelligence Suite (for Moodle), is offered by Provider on an annual subscription basis. Customers contracting for ELIS are entitled to support services, upgrades, new features, security patches and annual licensing renewal of non-open source features (see below) as long as the subscription is maintained. All Services in aforementioned Provider Agreement document apply to ELIS Service.

ELIS Open Source Components and Commercial Licensing Components

ELIS is an extension to the Moodle learning management system and contains its own table structure so that data may be preserved indefinitely. Moodle is actually part of ELIS; the learning management system part. ELIS utilizes open source code with some features restricted by a commercial license. Specifically, the Jasper Soft business reporting engine is not the open source community version and requires renewal of an annual license to continue support. The fee for this renewal is included in the ELIS annual subscription price, with the first year license paid with ELIS provisioning. Clients may continue using Jasper Soft, without support, if the ELIS annual subscription is not renewed. Jasper Soft does not "time out".

The Alfresco document management repository also requires renewal of an annual license to continue support. The version of Alfresco used in ELIS is not the open source community version but the enterprise version with an expanded feature set. The fee for license renewal is included

when ELIS is renewed annually and the initial year is included with ELIS provisioning. Clients may continue using Alfresco, without support, if the ELIS annual subscription is not renewed. Alfresco does not "time out".

Server Resources

ELIS can be installed on any level of Provider hosting Service (Sandbox excluded), as described in this agreement. Storage of Jasper Soft reports, digital assets in Alfresco and all other resources generated by ELIS are part of the total storage available with Customer hosting Service.

_____   Remote-Learner US Inc

_____   _____
Signature – Client   Signature – Remote-Learner

_____   Jason Cole, CEO
Print Name

_____   _____
Date   Date