



**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

SSA #15-059-WH – Blackboard

NON-COMPETITIVE SALES AND SERVICE AGREEMENT:

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Blackboard Inc.	\$266,826.25	Web Hosting, Web Conferencing, Blackboard Connect, GradeQuick, K-12 Central, LiveLink, SiteReporter, xpLor
TOTAL	\$266,826.25	

DISCUSSION:

Students and staff of Brevard Public Schools have been using a variety of subscription-based solutions from Blackboard's portfolio of products. Blackboard Learn, an online instructional delivery system, has had a presence in our district for over a decade. Currently a cornerstone of Brevard's Virtual Instructional Program and our online professional development catalog (e.g. ESOL and Gifted Endorsement Courses), we expect its reach to extend into many of our traditional secondary classrooms for the first time this year. Similarly, we have been using Blackboard Collaborate as our "real-time" virtual meeting place to reduce employee travel time and increase efficiency for short meetings and presentations. GradeQuick Web, coupled with Edline and all of its various components, has served our teachers' grade book needs for many years.

As a result of ongoing discussions with Blackboard over the years, staff has successfully negotiated to have all of these singular contracts combined into a single agreement that affords us a significant "bundle" discount. Included in our comprehensive agreement is a new module called Blackboard Connect. Tightly integrated with other modules (e.g. Edline, BPS Mobile App), Connect will be used as our Rapid Notification System. Different from the Synvoice system we have been using for years, Connect leverages external telecommunications networks to deliver not only recorded phone messages, but also emails, SMS text alerts, and social media updates (Facebook, Twitter). The capacity of Connect to deliver tens of thousands of messages in a short period of time is immensely greater than our current capacity which is largely reliant on 46 voice channels (phone lines) that we lease from a local provider.

CONTRACT TERM:

The initial contract term shall commence July 1, 2014 and continue until June 30, 2015.

RECOMMENDATION:

It is the recommendation of Gino Butto, Assistant Superintendent of Educational Technology, Matt Frey, Educational Training & Customer Services Manager, and staff to approve the attached agreement with Blackboard Inc. in the amount of \$266,826.25

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (11)(b)

ACTION BY BOARD

___ Approved Recommendation(s) Above & Awarded

Meeting Date: July 22, 2014

___ Other _____

Cheryl L. Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services



This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Brevard County Public Schools ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Terms dated May 18, 2004 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Qty	Product Name/Code	Product or Service Description	Initial Term
1	LAC/HOST + MOB LRN K-12 BUNDLE RENEWAL (5,001-10,000 userband)**see special provision #6 under Section D	Blackboard Learn for Academic Collaboration and Hosting with Mobile Learn K-12 Bundle consisting of: Course Delivery Community Engagement Content Management Silver Managed Hosting Mobile Learn Course Delivery Test Community Engagement Test Content Management Test Course Delivery Developers Network	\$49,708.76
1	Wimba Classroom K12 Current Renewal		\$0
1	Bb Collaborate Web Conferencing Renewal	Blackboard currently offers with the sale and renewal of this product, 50 GB of storage for standard recordings and pre-load storage, 50GB of storage for MP4 recording conversion , and 10,000 annual MP4 views/downloads.	\$22,791.24
71,942 Recipient(s)	Blackboard Connect K-12		\$194,326.25
86 Site(s)	Forms and Surveys		
85 Standard	GradeQuick Web		
1 Site(s)	K-12 Central Mobile App		
71,942 Recipient(s)	K-12 Central per recipient		
85 Standard	LiveLink Web		
85 Standard	SiteReporter Web		
86 Site(s)	xpLor		
TOTAL FEES			\$266,826.25

DESIGNATED SERVER SITE: Hosted by Blackboard

B. Term

1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year following the Effective Date.
2. Unless otherwise specified in the Product or Service Description above, this Order Form may be renewed for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: July 1, 2014

C. Payment Terms

1. All initial and subsequent payments shall be due Net 45 Unless otherwise specified, all dollars (\$) are United States currency.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

1. **The terms and conditions of the Blackboard Learn Software Schedule, Blackboard Developer Network Schedule, Blackboard Managed Hosting Schedule, and Blackboard Mobile Schedule effectively dated for October 25, 2012, shall be incorporated herein by reference.**
2. **The terms and conditions of the Blackboard Connect Schedule, effectively dated January 6, 2014, shall be incorporated herein by reference.'**
3. **The following terms and conditions shall be incorporated herein:**
<http://agreements.blackboard.com/bbinc/collaborateschedule.aspx>
<http://agreements.blackboard.com/bbinc/xplorschedule.aspx>
<http://agreements.blackboard.com/bbinc/edline-engage-order-form-services-schedule.aspx>
4. **BLACKBOARD MANAGED HOSTING**
+ Blackboard Silver Engagement Plan :
 - Set Up Fee for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration
 - Initial Term Annual Fee for each solution includes service for up to **10,000 Active Users*** (k-12) and **150 GB** of storage and **3 Mbps** of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
 - Additional storage and bandwidth for each solution are separately charged
 - Additional Service Units, which include additional Active Users*, additional bandwidth, and additional storage are separately charged.

Notes:
 "95th Percentile calculation" means a 95th Percentile calculation is performed by: 1) collecting IP traffic samples (both inbound and outbound traffic) every five (5) minutes over the course of a month; 2) discarding the top 5 percent of the highest peak samples; and 3) measuring the peak usage from the remaining samples.
 Data Restoration Policy – per restore fees are separately charged per chargeable restore incident.
5. **It is understood and agreed this Order Form shall supersede and replace the existing Blackboard Schedules related to the Software and Services outlined herein effective July 1, 2014.**
6. **For purposes of clarification, the parties agree that Customer may exceed the 5,001-10,000 userband for the 2014-2015 Term at no additional cost and Blackboard will work with Customer to assess the actual usage for the July 2015 Renewal Term.**

Customer: Brevard County Public Schools
Signature
Name (printed)
Title (printed)
Date

Blackboard ("Blackboard")
Signature
TESS FRAZIER
Name (printed)
VICE PRESIDENT
Title (printed)
Date