

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – August 11, 2020

DEPARTMENT/SCHOOL INITIATED AGREEMENT

21-044-A-WH Blackboard

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement

REQUESTOR: Educational Technology

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Blackboard, Inc.	\$218,756.01	Web Manager, Mass Notification, Mobile App, Edline Products and Services, Blackboard Community Products
Total	\$218,756.01	

<input type="checkbox"/> Contract Renewal	New Contract Amount	\$218,756.01
<input checked="" type="checkbox"/> Recurring Contract	Previous Contract Amount	\$281,387.03
<input type="checkbox"/> New Contract	Variance	\$62,631.02

PRICE INCREASE / DECREASE EXPLANATION: The price listed on this agreement does not include the Blackboard Learn product that was previously bundled into this yearly renewal. At the January 28, 2020 Board meeting, an upgrade to Blackboard Learn Ultra was approved at a price of \$72,985.16. When added to this renewal, the total price increase for all bundled products purchased through Blackboard is \$10,354.14. This increase is primarily due to the addition of 7 websites that were provide to the district in 2020 with yearly increased renewal costs for the sites delayed until 2021.

DISCUSSION:

Blackboard, Inc. offers a catalog of tools and services that are utilized by students, teachers, parents and other stakeholders within the Brevard Public Schools' community.

Blackboard Web Community Manager (aka SchoolWires) provides web site hosting for schools and district offices. Blackboard Connect is the service we use to power our mass notification efforts. Connect delivers phone messages, email messages, and SMS text messages for student absence notification and parent outreach. Mobile Communications includes the BPS Mobile app.

Each year that we have been using Blackboard products has resulted in tighter integrations with other disparate systems. We have also, collectively, invested significant intellectual capital into designing courses, web pages, and growing our external user base.

A vendor-provided agreement has been used and approved by Legal Services and Risk Management on June 17, 2020.

CONTRACT TERM:

The initial contract term shall commence July 1, 2020 and continue until June 30, 2021.

RECOMMENDATION:

It is the recommendation of Russell Cheatham, Assistant Superintendent of Educational Technology, and staff to approve the attached agreement with Blackboard.

AUTHORITY FOR ACTION:

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

VOID IF EXECUTED AFTER: August 17, 2020
CUSTOMER: Brevard County Public Schools
The School Board of Brevard County, Florida

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and the **School Board of Brevard County, Florida** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> 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. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	2020 Renewal Term Effective Dates	2020 Renewal Term Fees (USD)
1	BC-STND-K2NA	CONNECT SERVICE	01-Jul-2020 - 30-Jun-2021	Included
1	WCM-CRT-TP-MNT	CREATIVE: TEMPLATE REGULATORY MAINTENANCE	01-Jul-2020 - 30-Jun-2021	Included
100	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 2,001 - 20,000 Users	01-Jul-2020 - 30-Jun-2021	Included
71942	MCA-APP	BLACKBOARD MOBILE COMMUNICATIONS APP	01-Jul-2020 - 30-Jun-2021	Included
			Total	\$218,756.01

B. Terms

- The 2020 Renewal Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the 2020 Renewal 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 2020 Renewal Term or Renewal Term, as applicable.
- Effective Date: July 01, 2020

C. Payment Terms

- All initial and subsequent payments shall be due **Net 45**. Unless otherwise stated, all prices are in United States currency.
- 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. Availability of Funds. It is expressly understood and agreed that the obligation of the Customer to proceed is conditioned upon the appropriation of funds to the Customer and the receipt of state and/or federal funds. If the funds anticipated for continuing fulfillment are, at any time, not forthcoming or insufficient, through the failure of the State of Florida to appropriate funds, the Customer, in its sole discretion, shall have the right to immediately terminate the offerings herein without damage, penalty, cost, or expense to the Customer of any kind whatsoever. The Customer conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of services or goods. Customer shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. Customer may


terminate this Agreement at the end of the period for which funds are available if Customer does not allocate further funding. Customer shall notify Blackboard at the earliest possible time before such termination. No penalty will accrue to Customer, and Customer is not obligated or liable for any further payments or any damages because of termination under this section. Upon receipt of a written notice of termination, Blackboard shall cease incurring additional obligations under this Agreement. However, Customer shall allow Blackboard to incur all necessary and proper costs, which Blackboard cannot reasonably avoid during the termination process.

2. No Third Party Beneficiaries. Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to any citizen or employees of Blackboard or Customer, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise⁴ barred under the doctrine of sovereign immunity or by operation of law.

3. No Waiver of Sovereign Immunity. This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under Section 768.28, Fla. Stats. (2019). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

4. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

In Process

Sales Approved: Jennifer Elligott	
Initial:	
Customer: The School Board of Brevard County, Florida	Blackboard Inc.
Signature:	Signature: 
Name: Misty Belford	Name: Bill Jones
Title: Chairperson	Title: Deputy General Counsel
Date:	Date: June 17, 2020

In Process

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No
Yes - Please complete below and attach or send PO to Operations@blackboard.com

PO Number: PO Amount:

Attach PO (Optional): Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email: