

Proposed Sole Source Purchase Form

For all proposed sole source requirements equal to or greater than \$20,000.00, the Requester is to complete this form to support the sole source nature of the requirement and submit to the Purchasing Department with the requisition.

Additionally, pursuant to New Mexico Procurement Law, the ENMU-Roswell Purchasing Department is required to post all proposed sole source requirements greater than the Formal Bid Limit on the ENMU-Roswell Sunshine Portal for 30 days prior to purchase of goods or services (additional pages may be attached, if necessary).

1. GENERAL INFORMATION.

Date of request: 04/28/2017

Name of Requester: Ched Kindley **Title:** Systems Manager

Department: Computer Services

Contact Information (phone/email): 575-624-7378/ched.kindley@roswell.enmu.edu

Proposed Vendor: Blackboard, Inc.

Estimated Dollar Amount: \$ 6 0 , 0 0 0 . 0 0

Description of goods/services to be acquired:

Reason for Purchase:

Blackboard Collaborate is an interactive component to the Blackboard Learning Management Solution. We are attempting to improve communication with online students, as well as encourage new innovations for classroom instruction.

2. BASIS FOR SOLE SOURCE PURCHASE (Choose applicable box(es) and provide additional information).

A. Proprietary item, technology, service, only available from the proposed vendor (describe propriety component).

Blackboard Inc. certifies that it is the sole source manufacturer of Blackboard Collaborate and the related technical Support and professional services for the Blackboard Software

B. Compatibility requirement with existing item, technology, service (describe proprietary component).

Blackboard Collaborate is a web conferencing suite that is proprietary to Blackboard Learning Management System; which ENMU-Roswell uses as it's only means of course delivery.

C. Renewal of support/maintenance/subscription of software, technology or other intellectual property (provide description)

The three year pricing structure will lock in the pricing for the next two years of renewals. See the SOW for pricing details.

D. Other basis for Sole Source (provide description).

3. SUPPLEMENTAL DETAILS (Provide additional information as requested below)

A. Describe in detail the unique capabilities of the proposed vendor's goods/services and/or personnel performing the work and why this constitutes the only source. Focus on what is unique about the goods/services and why no other vendor could meet your needs.

Blackboard Inc, will control the initial setup and licensing of the Collaborate component.

B. Describe the due diligence made to locate other possible sources including communications with other universities, communications with similar providers, web searches, yellow page searches, review of advertisements and trade publications, etc.

From the web related reviews of Collaborate (positive and negative) the only distributor I have seen mentioned in Blackboard Inc.

C. List the other vendors who were contacted. Describe the specs/qualifications/criteria that the other vendors were unable to satisfy.

No other vendor was contacted because they are not authorized to sale Blackboard Collaborate.

Chad Kelly *4/28/17*

Requester Signature Date

Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Eastern New Mexico University-Roswell ("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 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. Product and Pricing Summary

Qty	Product Code	Product or Service Description	Term 1 (7/1/2017-6/30/2018)
1	CL-WC-FTE	Bb Collaborate Web Conferencing - 2001-4000	\$52,000.00
1	CL-TECHOL-CONS	Bb Collaborate Technical Services Health Check	\$1,000.00
1	CL-TECHOL-ADMIN	Bb Collaborate Technical Services SAS Essentials	\$1,000.00
1	CL-TECH-SASADV	Bb Collaborate SAS Advanced Workshop	\$1,000.00
1	CL-TRNOL-GS-WC	Bb Collaborate Getting Started with Web Conferencing	\$3,000.00
1	CL-IMPL-PM	Bb Collaborate Project Management	\$2,000.00
TOTAL			\$60,000.00
Qty	Product Code	Product or Service Description	Term 2 (7/1/2018-6/30/2019)
1	CL-WC-FTE	Bb Collaborate Web Conferencing - 2001-4000	\$20,000.00
TOTAL			\$20,000.00
Qty	Product Code	Product or Service Description	Term 3 (7/1/2019-6/30/2020)
1	CL-WC-FTE	Bb Collaborate Web Conferencing - 2001-4000	\$20,000.00
TOTAL			\$20,000.00

DESIGNATED SERVER SITE: Blackboard SaaS environment

B. Term

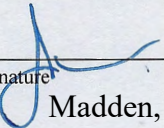
1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be from July 1, 2017 through June 30, 2020.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the 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, 2017.

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. 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. Should the parties agree to exercise a Renewal Term after the year three and provided the Customer continues to license the Blackboard Learn Software, the Blackboard Collaborate annual shall be priced at a total fee of \$20,000 for two (2) successive Renewal Terms thereafter, unless Customer increases or decreases the number of users or storage (if applicable), or unless otherwise agreed to in writing.

Customer: Eastern New Mexico University-Roswell
 Signature Madden, John
Name (printed) President, Eastern NM University Roswell
Title (printed) 28 April 2017
Date

Blackboard ("Blackboard")
Signature BILL JONES
Name (printed) DEPUTY GENERAL COUNSEL
Title (printed)
Date

Blackboard

T: 202.463.4860
F: 202.463.4863

1111 19th Street NW
Washington DC 20036 USA
Blackboard.com

April 27, 2017

Ched Kindley
Systems Manager
Computer Services
Eastern NM University Roswell
52 University Blvd,
Roswell, NM 88203
(O) 575-624-7378
(C) 575-317-6163

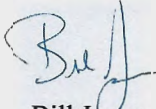
RE: BLACKBOARD SOLE SOURCE MANUFACTURER CERTIFICATION

To Whom It May Concern:

By copy of this correspondence, Blackboard Inc. does hereby certify that it is the sole source manufacturer of Blackboard Collaborate and the related technical Support and professional services for the Blackboard Software.

If you have any questions or require additional information, please feel free to contact me at 202-303-9375. We look forward to meeting your online teaching and learning needs!

Warmest Regards,



Bill Jones
Deputy General Counsel – Legal
Blackboard Inc.