



Stephen F. Austin State University

Procurement and Business Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: **B2300164**

PO Date: **09/21/22**

Delivery Date:

Supplier:

D2L Ltd
715 Saint Paul Pl
Baltimore MD 21202-2120

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

ivancickn@sfasu.edu

Send Billing Invoice to:

Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to:

Center for Teaching and Learning
Steen Library 213
905 E Library Dr
SFA Box 13038
Nacogdoches TX 75962

Terms: Net 30

FOB: Not Applicable

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	BOARD APPROVAL July 2022 Learning Management System Renewal President authorized to sign associated contract and purchase order(s) Funding Source: HEF Funds ---- EXEMPT POLICY 17.1 - Direct Publications ---- Order #Q-42189, dated 06/02/2022 ---- In accordance with five (5) year vendor Customer Agreement (iContracts #231653), for the period 12/17/2022 - 12/16/2027. ---- Contract not to exceed \$1,030,368.30			

Purchaser: Nicole Ivancic

(936) 4684472

ADDITIONAL CHARGE:

Vendor ID: **20042691**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:

CONTINUED

Blanket Order: **B2300164**

HUB Status:

Purchase Class: **Exempt - SFA Policy 17.1**

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.



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Item	Description	Quantity	Unit Cost	Total Cost
	---- YEAR 1: for the period 12/17/2022 - 12/16/2023 YEAR 2: for the period 12/17/2023 - 12/16/2024 YEAR 3: for the period 12/17/2024 - 12/16/2025 YEAR 4: for the period 12/17/2025 - 12/16/2026 YEAR 5: for the period 12/17/2026 - 12/16/2027 ---- RE: B2300164			
1	000P20911C SOFTWARE - HOSTED OFF-SITE Annual Hosted Learning Environment for 11,255 FTE	5.00 EA	160,468.4000	802,342.00
2	000P20911E SOFTWARE - MAINTENANCE	5.00 EA	45,605.2600	228,026.30

Purchaser: Nicole Ivancic

(936) 4684472

ADDITIONAL CHARGE:

Vendor ID: **20042691**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:

CONTINUED

Blanket Order: **B2300164**

HUB Status:

Purchase Class: **Exempt - SFA Policy 17.1**

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Terms: Net 30
FOB: Not Applicable

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Item	Description	Quantity	Unit Cost	Total Cost
	Annual Support			

Purchaser: Nicole Ivancic	(936) 4684472
Vendor ID: 20042691	Collegiate Licensed:
Req No:	Employee/Employee Relationship:
Blanket Order: B2300164	
HUB Status:	Purchase Class: Exempt - SFA Policy 17.1

ADDITIONAL CHARGE:	.00
DISCOUNT/TRADE-IN:	.00
TOTAL:	1,030,368.30

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

Order Form

ORDER#	Q-42189	D2L Ltd.
ORDER DATE	June 2, 2022	210 West Pennsylvania Avenue, Suite 400A
OFFER EXPIRATION DATE	September 30, 2022	Towson, MD 21204

CLIENT

Stephen F. Austin State University ("Client")
 2008 Alumni Drive, Rusk 206
 Rusk Building, Room 206
 Nacogdoches, Texas 75961-3940
 US

ORDER START DATE	December 17, 2022	ORDER END DATE	December 16, 2027
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Pricing Period	December 17, 2022 - December 16, 2023	December 17, 2023 - December 16, 2024	December 17, 2024 - December 16, 2025	December 17, 2025 - December 16, 2026	December 17, 2026 - December 16, 2027
Fees Due	December 17, 2022	December 17, 2023	December 17, 2024	December 17, 2025	December 17, 2026
FTE	11255	11255	11255	11255	11255
Software	\$160,468.4	\$160,468.4	\$160,468.4	\$160,468.4	\$160,468.4
Support	\$45,605.26	\$45,605.26	\$45,605.26	\$45,605.26	\$45,605.26
Total	\$206,073.66	\$206,073.66	\$206,073.66	\$206,073.66	\$206,073.66

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Pricing is valid until September 30, 2022. If Client exceeds its entitled use under this Order, overage fees shall apply.

Pricing Details

Group1

Brightspace Core

Performance Plus Upgrade

Plus Administrator Support

Basic End User Support

Premium SIS/HRIS Integration - Annual Maintenance

Custom Data Export Integration Annual Maintenance

D2L

Is your organization exempt from sales tax? If yes, kindly attach a copy of your sales tax exemption certificate to this Order Form.

- Yes, sales tax exemption certificate is attached
 No
-

SPECIAL TERMS AND CONDITIONS

The parties hereby agree to extend the Agreement through and until the Order End Date.

This Order Form between D2L and Client is governed by the terms of the existing executed agreement between the Parties ("Agreement"), and may be accepted as a binding agreement under the Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.

To accept this Order Form, sign here: **E-SIGNED by Steve Westbrook
on 2022-09-21 11:06:34 CDT**

Print Name: **Steve Westbrook**

Date: **September 21, 2022**

Statement of Work – End User Support - Basic

Purpose of this Document

This Statement of Work (“SOW”) describes the scope, deliverables, and assumptions associated with End User Support - Basic

Solution Description

End User Support is a Support service for Learners and Educators to receive assistance in using Brightspace Product and Services through the User Interface and includes the following services.

Deliverables

1. D2L Responsibilities

D2L will assist with the supported functionality of Brightspace through the user interface for the Learner and Instructor roles including all items regarding configuring, delivering, and consuming all aspects of the Brightspace suite of products. D2L will:

- Help guide processes such as a password reset (how to reset or who to contact) upon instructions provided by Client
- Answer support questions from students and faculty on the Brightspace system
- Assist students and faculty in resolving any sign-on issues for the Brightspace system
- Provide over-flow service to the Client’s Helpdesk in addition to after-hours support
- Log cases which will provide the call data that describes how and to what degree the service is being provided
- Monitor Client’s technology environment - if a call is received by the D2L service that is beyond the scope of Brightspace support calls, the D2L team will provide guidance on redirecting users to the appropriate ITS support path
- Provide Client with case logs that describe the nature, time and duration of the interactions generated by end-users

Logistics of this SOW are as follows:

Email	<ul style="list-style-type: none"> • Cases can be submitted 24x7x365 • Helpdesk will respond 24x7x365
Chat	<ul style="list-style-type: none"> • 24x7x365
Service Level Objectives	<ul style="list-style-type: none"> • 80% (within the time shown) <ul style="list-style-type: none"> ○ Email Response: 48 hours ○ Chat Response: 90 seconds ○ Initial Case Engagement: 48 hours
Languages	<ul style="list-style-type: none"> • English, Canadian French, Spanish, Brazilian Portuguese
Reporting, Metrics, and Analysis	<ul style="list-style-type: none"> • Standard end user reports
End User Support Portal	<ul style="list-style-type: none"> • Generic Service Portal

2. Client Responsibilities

Client will provide the following:

- A completed workbook, identifying internal processes relevant to End User Support. This is a living document, which the Client will need to regularly update when internal processes change
- Feedback and insights received from the end users for continual service improvement

Assumptions

Client acknowledges that its participation and cooperation are critical for effective completion of the project set out in this Statement of Work (SOW). The following assumptions are based on information provided by Client to D2L and have been used to develop the initial estimate for D2L's time and fees under this SOW. Deviations from these assumptions may lead to commensurate changes in the time and fees necessary to meet Client's requirements.

- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- Notwithstanding anything to the contrary in Client's Agreement with D2L, Client understands and agrees that portions of any customization (if applicable) or Services may be hosted, and/or may process and store data, on Amazon Web Services or such other third party hosting services as D2L may use from time to time
- Travel and related expenses are not included in scope of this SOW
- The deliverables will be produced remotely and during regular business hours unless otherwise agreed
- Deliverables will substantially conform to their documentation. Acceptance of each deliverables will be deemed (i) if Client does not issue a written notice of rejection within five (5) business days from D2L's delivery of such deliverable; or (ii) if Client uses the deliverable in production, whichever is earlier
- Client understands and agrees that D2L's ability to provide the Services and deliverables under this SOW is dependent upon the active participation of, and D2L's timely access to, the appropriate Client resources as may be required by D2L and assigned by Client during the performance of this engagement. Delays not caused by D2L that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule. If Client unreasonably and persistently delays D2L in its carrying out of the Services and/or delays the paying of invoices and does not cure such delay within 30 days from receipt of notice from D2L, all fees and related charges for the Services under this SOW will immediately become due and payable to D2L, even if such Services have not been completed by D2L, and D2L's obligations under this SOW shall terminate
- Any proposed or requested changes to requirements documents represent a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule)
- If Client provides, selects, recommends or identifies materials to D2L for inclusion in the deliverables, Client (i) grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under this SOW; and (ii) assumes all responsibility for such materials, and holds D2L harmless if the use of such materials in the deliverables infringe a third party's intellectual property rights
- Client has the appropriate Client and user technical requirements based on the **Brightspace Platform Requirements**
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables
- Client will provide to D2L at least five (5) business days written notice prior to cancelling any scheduled consulting time (including all onsite or remote technical assistance and/or training); if Client fails to notify D2L within such five (5) - business day period, Client will forfeit the scheduled hours and D2L may, in its sole discretion, charge the Client the full amount for the scheduled consulting time, as well as any rescheduled time, and travel expenses that are not subject to refund
- Client acknowledges that the hours and related charges for this SOW represent a non-binding estimate, and Client agrees to pay for any hours actually performed by D2L if such hours are in excess of the estimate. Unless otherwise agreed in writing between the parties, Services will be invoiced in advance, and payments shall follow the requirements of the payment section of the Agreement
- Upon D2L's commencement of work under this SOW, this SOW will be deemed to be accepted in full by Client

- If D2L believes that additional hours will be required under this SOW, D2L will notify Client as soon as reasonably practicable, and will not perform any additional hours unless Client has agreed in writing to the details. For clarity, D2L is under no obligation to perform any hours in excess of the number of hours agreed to in writing by the Client
- This SOW is subject to Client's signed Agreement and Order with D2L