

Contract No. 709500000399

STATE OF NEW MEXICO  
**HIGHER EDUCATION DEPARMTENT**  
IT PROFESSIONAL SERVICES CONTRACT

AMENDMENT No. 709500000399-02

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Higher Education Department, hereinafter referred to as the "Procuring Agency," and Blackboard Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. 'Summary of the Products, Services and Pricing' identified as Exhibit A Section II, of original Agreement # 709500000399, and Attachment A of Amendment No. 709500000399-01 are hereby deleted.
2. Section I.a.I of Amendment No. 709500000399-01 is hereby amended to break number 3 Eastern New Mexico University, into Eastern New Mexico University-Portales, Eastern New Mexico University-Ruidoso, Eastern New Mexico University-Roswell and to add No. 11 Institute of American Indian Arts (IAIA), and accordingly all references to the total number of instances of software/institutions in Amendment No. 709500000399-01 are hereby replaced with thirteen (13) and any examples using those numbers shall be adjusted accordingly.
3. ARTICLE 3 - Compensation, Paragraph B - Payment, is hereby amended as follows:

B. Payment. Under this Agreement, the Agency shall pay to the Contractor in full payment for services rendered additional compensation of **\$1,364,232.00**, such compensation not to exceed **\$1,364,232.00**, including gross receipts tax.

Under Agreement #709500000399 and all Amendments to said Contract, the total amount of compensation payable to the Contractor, including gross receipts tax and expenses, shall not exceed **\$9,155,092.00**.

Payment shall be tendered to Contractor within thirty (30) days of the date of receipt of the invoice. All Payment Invoices MUST BE received by the Procuring Agency no later than

fifteen days after termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

4. ARTICLE 5 - TERM is hereby amended as follows:

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE STATE PURCHASING AGENT AND DoIT. This Agreement shall terminate on May 30, 2012, unless terminated pursuant to Article 6 of Contract No. 709500000399. No contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Exhibit A, Scope of Work, SECTION III. DELIVERABLES is amended to add the following for Year Four.

**Deliverable Number 19, Training Materials License Updates**

<u><b>DELIVERABLE 19</b></u>		<u><b>DUE DATE</b></u>	<u><b>COMPENSATION</b></u>
<b>TRAINING MATERIALS LICENSE UPDATES</b>		<b>DUE AT THE END OF EACH MONTH  BEGINNING JUNE, 2011 AND ENDING MAY, 2012.</b>	<b>JUNE, 2011: \$924.92  JULY, 2011 THROUGH MAY 2012: \$ 552.28 PER MONTH  TOTAL AMOUNT PAYABLE NOT TO EXCEED \$7,000 INCLUDING GRT.</b>
<b>TASK ITEM</b>	<b>SUB TASKS</b>	<b>DESCRIPTION</b>	
<b>Training Material License Updates</b>	<b>Sub 1</b>	Contractor will provide training Materials License Updates for face to face workshops with rights to brand, customize and reproduce for IDEAL-NM.	
	<b>Sub 2</b>	Contractor will providetraining Materials License Updates for online workshop with rights to brand, customize and reproduce for IDEAL-NM.	
	<b>Sub 3</b>	For Year 4, Contractor will provide all services and activities for this deliverable in accordance with specifications defined in Exhibit D of the original Agreement No. 709500000399	



**Deliverable Number 20, Annual Integration Customization and Maintenance**

<b><u>DELIVERABLE 20</u></b>		<b><u>DUE DATE</u></b>	<b><u>COMPENSATION</u></b>
<b>INTEGRATION CUSTOMIZATION AND MAINTENANCE</b>		<b>DUE AT THE END OF EACH MONTH  BEGINNING JUNE 2011 AND ENDING MAY, 2012.</b>	<b>JUNE 2011: 13,194.16 JULY, 2011, THROUGH MAY 2012: \$7,891.44 PER MONTH  TOTAL AMOUNT PAYABLE NOT TO EXCEED \$100,000.00 INCLUDING GRT</b>
<b>TASK ITEM</b>	<b>SUB TASKS</b>	<b>DESCRIPTION</b>	
<b>Annual Integration Customization and Maintenance</b>	<b>Sub 1</b>	Contractor will provide annual subscription-based maintenance program for SIS integrations and gradebook extract customization. Integration Customization Maintenance (ICM) is an annual subscription billed as a maintenance fee. ICM will be billed and activated at initial system Acceptance when the named service consulting project is completed. Year 4 costs will be billed to align with the Contractor Software license renewal date and will be prorated based on the closure date of the project. ICM is automatically renewed on an annual basis concurrent with the ASP service unless otherwise requested.	
	<b>Sub 2</b>	For Year 4, Contractor will provide all services and activities for this deliverable in accordance with specifications defined in Exhibit E of the original Agreement No. 709500000399	

**Deliverable Number 21, Managed Hosting ASP Service**

<b><u>DELIVERABLE 21</u></b>		<b><u>DUE DATE</u></b>	<b><u>COMPENSATION</u></b>
<b>MANAGED HOSTING ASP SERVICE</b>		<b>DUE AT THE END OF EACH MONTH  BEGINNING JUNE, 2011 AND ENDING MAY, 2012.</b>	<b>JUNE, 2011: \$102,440.01 JULY, 2011 THROUGH MAY 2012: \$61,269.09 PER MONTH  TOTAL AMOUNT PAYABLE NOT TO EXCEED \$776,400.00 * INCLUDING GRT</b>
<b>TASK ITEM</b>	<b>SUB TASKS</b>	<b>DESCRIPTION</b>	
<b>Provide data hosting</b>	<b>Sub 1</b>	Contractor will ensure data integrity.	

	<b>Sub 2</b>	Contractor will ensure system stability and support the Procuring Agency to prepare for phased move to centralized LMS hosting environment.
	<b>Sub 3</b>	Contractor will migrate course content for participating institutions
	<b>Sub 4</b>	Contractor will Provide 24/7 technical support by telephone for infrastructure and operations to Statewide Service center.
	<b>Sub 5</b>	Contractor will Provide online support resources to participating institutions
	<b>Sub 6</b>	Contractor will assist the Procuring Agency to Define support and escalation procedures and responsibilities for hosting and client institutions and reassess annually.
	<b>Sub 7</b>	For Year 4, Contractor will provide all services and activities for this deliverable in accordance with specifications defined in Exhibit E of the original Agreement No. 709500000399

\*For year 4, these fees do not include a Complex Hosting Technical Manager ("CHM"), as described in Exhibit E to Contract # 709500000399. The services previously provided by the CHM shall not be provided by Blackboard for Year 4.

**Deliverable Number 22, Support And Maintenance**


<b><u>DELIVERABLE 22</u></b>		<b><u>DUE DATE</u></b>	<b><u>COMPENSATION</u></b>
<b>SUPPORT AND MAINTENANCE</b>		<b>DUE ON THE END OF EACH MONTH  BEGINNING JUNE, 2011 AND ENDING MAY, 2012.</b>	<b>JUNE, 2011: \$63,442.06 JULY, 2011 THROUGH MAY 2012: \$37,944.54 PER MONTH  TOTAL AMOUNT PAYABLE NOT TO EXCEED \$480,832 INCLUDING GRT.</b>
<b>TASK ITEM</b>	<b>SUB TASKS</b>	<b>DESCRIPTION</b>	
<b>Support</b>	<b>Sub 1</b>	Contractor will provide 24/7 telephone support and web-based support through the Behind the Blackboard support portal	
	<b>Sub 2</b>	Contractor shall provide access to updates, hotfixes, patches, upgrades and future releases; and Such other support and maintenance for the software products licensed under this agreement as is made generally available to similarly situated customers in North America.	
	<b>Sub 3</b>	For Year 4, Contractor will provide all services and activities for this deliverable in accordance with specifications defined in Exhibit B of the original Agreement No. 709500000399	

**All other articles of the original contract remain the same. Except as provided above, the**





terms and conditions of the Agreement # 709500000399 and all Amendments thereto are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: , CFO Date: 9 Jun 11  
Dr. José Z. García  
Cabinet Secretary  
New Mexico Higher Education

By:  Date: June 8, 2011  
Ted Borris  
Senior Counsel and Director  
Blackboard Inc.

By:  Date: 6-9-11  
Dan Koleski  
Chief Information Officer  
New Mexico Higher Education Department

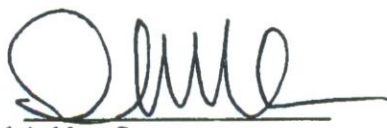
By:  Date: June 9, 2011  
Samantha Fenrow  
General Counsel  
New Mexico Higher Education Department  
(Certifying legal sufficiency)

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-012743-002

By:  Date: 6-9-11  
Taxation and Revenue Department

Approved as to information technology contractual specifications and compliance with all pertinent statutory laws defining the mission and authority of the Department of Information Technology and all Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico

By:   
Darryl Ackley, Secretary  
Department of Information Technology

Date: 6/9/11

This Agreement has been approved by the DFA Contracts Review Bureau:

By: N/A

Date: \_\_\_\_\_

DFA Contracts Review Bureau

This Agreement has been approved by the State Purchasing Agent

By:   
Purchasing Agent for the State of New Mexico

Date: 6/9/11

## Quote for Western New Mexico University

The following is a quote for Blackboard software, hosting and attendant services.\*

Product/Service category	Price
Divest a portion of State of NM HED license for WNMU	Waived
2,000-4,000 Student Band  Perpetual support for Blackboard Vista, which may be exchanged for/migrated to Blackboard Learn Academic Collaboration Suite.  Blackboard Learn for Academic Collaboration – includes: <ul style="list-style-type: none"> <li>• Blackboard Learn for Course Delivery</li> <li>• Blackboard Learn for Community Engagement, and</li> <li>• Blackboard Learn for Content Management</li> </ul>	\$55,000
Integration and Customization Maintenance (ICM)  (Covers maintenance on custom code, including SIS integration)	\$8,400
Managed Hosting for Learning system (Course Delivery/Community Engagement) for 2,500-8,000 users**	\$62,700
Managed Hosting for Content Management**	<del>\$26,900</del> – waived
Training Materials License	\$7,000
<b>Total</b>	<b>\$133,100</b>
<b>Incentive discount</b>	<b>(\$25,600)</b>
<b>Final price</b>	<b>\$107,500</b>

\*Pricing is above is contingent upon a three-year agreement. Annual price increase not-to-exceed 5% for the products, services and quantities enumerated above.

Pricing is contingent upon the current agreement not being renewed or extended

### \*\*Managed Hosting Details

- Includes up to 5 mbps of bandwidth and 200GB storage
- Additional bandwidth and storage could be purchased