



**Blackboard
Renewal Form**

Year 1:	2013-2014		Product Description	Start Date	End Date	Price
Qty	UoM	Product Code				
1	Year	AG-LMS-U-HE99	ANGEL LMS HE CUSTOM USERS	9/15/2013	9/14/2014	\$170,927
1	Year	AG-MOD-XEI	ANGEL MODULE - XEI	9/15/2013	9/14/2014	\$ 22,260
1	Year	AG-AHS-LMS	ANGEL AHS FOR LMS	9/15/2013	9/14/2014	\$81,382
1	Year	AG-AHS-TEST	ANGEL AHS TEST ENVIRONMENT	9/15/2013	9/14/2014	\$5,250
1	YEAR	AG-AHSADSTRG-08	ANGEL AHS ADD 500GB STORAGE	9/15/2013	9/14/2014	\$25,000
					Renewal Amount (USD)	\$304,819
					Grand Total	\$304,819

General Notes

1. In the event of any inconsistencies between this Order Form and the Blackboard Terms and Conditions, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the Blackboard Terms and Conditions shall control.
2. The license price is based on Customer's eligibility for the Not-for-profit Academic Discount. If Customer ceases to be eligible for the Discount, the license price will be adjusted and the additional license price will be payable as of the date the Customer no longer qualifies for the Discount. For an Unlimited User Site License, Customer must submit the annual enrollment and a FTE report with the order form.
3. Additional Authorized Users may be added to this license in blocks of 250 users per block at any time during the license term. The additional license fee for one block of additional users is 250 times the per user license rate of the then current annual license. On each anniversary date, the User Account License can be increased to a user license level and price then currently available.
4. Customer may increase the number of Blackboard Administrators by notice given to Blackboard effective upon payment by Customer of the then-applicable additional Administrator fees.

Application Hosting Services Notes and Assumptions

1. AHS Gold Service at the initial user account level includes **755 GB** of Storage and 350 GB transfer bandwidth/month. If Customer requests or uses AHS capacity beyond the amount contracted for, Customer will pay for the additional capacity at the current rate for the remaining months on the current term at time of the service increase order or action.

Services Maintenance Terms

If Customer wishes to renew the Blackboard maintenance then the following terms apply:

Blackboard requires an annual subscription-based maintenance program for consulting projects involving customizations to the ANGEL Learning Management System. Under the Maintenance program, customizations will be reviewed and updated as needed with each monthly ANGEL update and ANGEL version upgrade to address any issues that may arise due to the ANGEL LMS core product changes. Additionally, any bugs or defects within the scope of the customization will be addressed under the Maintenance program.

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REMIT TO: Blackboard Inc., PO Box 200154, Pittsburgh, PA 15251-0154

1. **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.

Payment Schedule

Item	Amount	Invoice Date	Due	Comments
Initial Payment	\$304,819	Contract Effective Date	Net 30	LMS, AHS, XEI, ADD STORAGE
Total Cost	\$304,819			



Blackboard Renewal Form

This Renewal Order Form amends the agreement dated, March 10, 2009 between Customer and Blackboard Inc. (formerly doing business as ANGEL Learning, Inc.) ("Blackboard") for the Licensed Software to Customer and is effective on the Effective Date. **Please sign and return all pages.**

Customer: Washington State University
PO Box 641025 Pullman, WA 99164-1025 USA

Licensed Program: (ANGEL LMS plus any optional Modules listed below)

Date of Quote: May 2, 2013

Quote Valid Through: September 14, 2013

Prepared By: Donna Wile

Phone: 202-463-4860 **Fax:** 202-318-2619

License Term: September 15, 2013 through September 14, 2014

Invoicing	Installation Information
Customer: Washington State University Address: PO Box 641025 Pullman, WA 99164-1025 USA Invoicing Contact: Dawn Barnard Email: dbarnard@wsu.edu Phone: 509-335-5864 Fax:	URL of ANGEL LMS Server(s):
Blackboard Inc.	Primary Administrator Contact: Name: Dawn Barnard Email: dbarnard@wsu.edu Phone: 509-335-5864
Billing Contact Information: 650 Massachusetts Ave., NW, 6 th Floor Washington, DC 20001-3796	Remittance Address: Blackboard Inc. PO Box 200154 Pittsburgh, PA 15251-0154
Federal Tax ID # 40 Phone: +1-800-424-9299 Email: BillingOps_Learn@blackboard.com	

Customer and Blackboard have executed this Order Form as of the last date of signing ("Effective Date") below. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of their employer.

Washington State University	Blackboard Inc.
Signature	Signature
Name (printed)	Tess Frazier
Title (printed)	VP of Contracts
Date	Title (printed)
Customer PO #	Date
	Order Date:

Cook, Colleen Leavitt

From: Barnard, Dawn
Sent: Monday, August 12, 2013 9:40 AM
To: Cook, Colleen Leavitt
Subject: RE: Washington State University's 1 year Angel renewal order form is attached

Hi Colleen,

Yes, my understanding is that it is the same this year as last. We are working on editing some of the t's and c's on this renewal form to match last years.

The cost for Global Campus is \$208255.00 including tax.

We will let you know once it is finalized.

Thank you,
Dawn

From: Cook, Colleen Leavitt
Sent: Monday, August 12, 2013 9:09 AM
To: Barnard, Dawn
Subject: FW: Washington State University's 1 year Angel renewal order form is attached
Importance: High

Dawn, Last year IT negotiated the contract and we paid our share. Is that how we are going to do it again this time?

Colleen

From: Cillay, David R
Sent: Friday, August 09, 2013 4:27 PM
To: Cook, Colleen Leavitt
Subject: FW: Washington State University's 1 year Angel renewal order form is attached
Importance: High

From: Donna Wile [Donna.Wile@blackboard.com]
Sent: Thursday, August 08, 2013 11:28 AM
To: Cillay, David R
Cc: dbarnard@su.edu; Darren Stahl
Subject: Washington State University's 1 year Angel renewal order form is attached

Hi David,

I hope you're doing well.

The Blackboard Renewal Form for Washington State University's September Angel renewal is attached. The term is 9/15/13-9/14/14.

Please send the signed Renewal Form directly to me or to e-fax 202-318-2619 by September 9th. Your current license key expires 9/14/13.

Please let your account executive, Darren Stahl, and me know if you have questions.
Kindly confirm receipt of this e-mail.

Thank you!

Donna Wile
Blackboard Renewal Analyst
781-295-6320
Fax: 202-318-2619
Donna.Wile@blackboard.com

From: Cillay, David R [<mailto:david.cillay@wsu.edu>]

Sent: Wednesday, May 01, 2013 1:56 PM

To: Darren Stahl

Subject: Re: ANGEL Renewal

Yes, we will renew for another year

Darren Stahl wrote:

David,

Is it WSU's intent to renew Angel for another year while the LMS reevaluation is conducted? The Angel renewal date is 9/15/2013 so we have time, but wanted to verify.

Thanks,

Darren

Darren Stahl
Account Executive - Blackboard

M / 503.939.3634

O / 503.432.8006

E / darren.stahl@blackboard.com



[Making a Better Blackboard Learn](#)

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Customer: Washington State University Address: PO Box 641025 Pullman, WA 99164-1025 USA Invoicing Contact: Dawn Barnard Email: dbarnard@wsu.edu Phone: 509-335-5864 Fax:	URL of ANGEL LMS Server(s): Primary Administrator Contact: Name: Dawn Barnard Email: dbarnard@wsu.edu Phone: 509-335-5864
Blackboard Inc.	
Billing Contact Information: 650 Massachusetts Ave., NW, 6 th Floor Washington, DC 20001-3796 Federal Tax ID 40 Phone: +1-800-424-9299 Email: BillingOps_Learn@blackboard.com	Remittance Address: Blackboard Inc. PO Box 200154 Pittsburgh, PA 15251-0154

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Washington State University
Signature
Name (printed)
Title (printed)
Date
Customer PO #

Blackboard Inc.
Signature
Tess Frazier
Name (printed) VP of Contracts
Title (printed)
Date
Order Date:



**Blackboard
Renewal Form**

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Qty	UofM	Product Code				
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Total Cost	\$304,819			



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

BILL To
Washington State University
Barnard, Dawn
PO Box 641025
Pullman WA 99164-1025
United States

Please Remit

Checks:
Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # [REDACTED] 18
For Credit To: Blackboard
Account # [REDACTED] 18
Swift Code SVBKUS6S

INVOICE

Invoice Date:	Aug 31, 2013
Invoice Number:	1138572
Customer No:	300102
Customer PO:	reference contract/C18072
Payment Terms:	Net 30
Due Date:	Sep 30, 2013

Billing Questions

Email: BillingOps_Learn@blackboard.com
Tax ID:
FEIN (USA): [REDACTED] 40
GST (CANADA): [REDACTED] 40

18

Quantity	UOM	Product Code	Description	Net Amount
1.00	EA	AG-AHS-TEST	ANGEL AHS TEST ENVIRONMENT <i>Sep 15, 2013 - Sep 14, 2014</i>	5,250.00
1.00	EA	AG-MOD-XEI	ANGEL MODULE - XEI <i>Sep 15, 2013 - Sep 14, 2014</i>	22,260.00
1.00	EA	AG-LMS	ANGEL LMS <i>Sep 15, 2013 - Sep 14, 2014</i>	170,927.00
1.00	EA	AG-AHS-LMS	ANGEL AHS FOR LMS <i>Sep 15, 2013 - Sep 14, 2014</i>	81,382.00
1.00	EA	AG-AHS-STOR500GB	ANGEL HOSTING ADD STOR 500 GB <i>Sep 15, 2013 - Sep 14, 2014</i>	25,000.00
APPLIED FOR PAYMENT C18072				Subtotal: USD 304,819.00
CONT. # [REDACTED] CODING [REDACTED] D3PZ				Total Taxes: USD 23,775.88
SIGNATURE [Signature] CAPITAL OUTLAY				Amount Due: USD 328,594.88

ANGEL Learning Inc. has merged with Blackboard Inc.; all future correspondence and payments should be sent to Blackboard per the contact and remittance information on this invoice.

This is an administrative change only and the services you receive remain unchanged.

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

1/24/13
C18072
P 18
\$328,594.88

Cook, Colleen Leavitt

From: Makhani, Alexa Sade
Sent: Friday, September 27, 2013 9:38 AM
To: Cook, Colleen Leavitt
Subject: RE: ANGEL Renewal
Attachments: 20130927085249513.pdf; RE: Blackboard/Angel licenses; FW: Washington State University's 1 year Angel renewal order form is attached

Hello Lori,

I work for Dawn Barnard and am coordinating the payments for the Angel/Blackboard charges. Listed below and attached are the emails from Dave Cillary in May approving the renewal of this contract and also the email from last year where we were coordinating the payment to Information Services for the DDP portion of the invoice.

With that said, can you please send an IRI for \$208,255.59 for 1238-1200 03PZ to me at mail code 1222. Please designate Information Services as the department on the IRI.

Blackboard, Inc.

Payment for 2013-2014 Breakdown

Description	Net Amount	DDP Portion	IS Portion
Angel LMS HE Custom Users	\$ 170,927.00	\$ 170,927.00	
Angel Module-XEI	\$ 22,260.00	\$ 22,260.00	
Angel AHS for LMS	\$ 81,382.00		\$ 81,382.00
Angel AHS Test Environment	\$ 5,250.00		\$ 5,250.00
Angel AHS Add 500GB Storage	\$ 25,000.00		\$ 25,000.00
Subtotal	\$ 304,819.00	\$ 193,187.00	\$ 111,632.00
Total Tax	\$ 23,775.88	\$ 15,068.59	\$ 8,707.29
Amount Due	\$ 328,594.88	\$ 208,255.59	\$ 120,339.29

If you have any questions or would like any other information, please just let me know.

Thank you!
Alexa Makhani
Fiscal Specialist
Information Services
Washington State University
509-335-3165

From: Barnard, Dawn
Sent: Thursday, May 02, 2013 8:42 AM
To: Makhani, Alexa Sade
Subject: FW: ANGEL Renewal

FYI...

From: Cillary, David R
Sent: Thursday, May 02, 2013 8:41 AM

To: Viji Murali; Barnard, Dawn
Subject: FW: ANGEL Renewal

I told him yes given the short timeline and the work of the LMS committee.

From: Darren Stahl [<mailto:Darren.Stahl@blackboard.com>]
Sent: Wednesday, May 01, 2013 1:53 PM
To: Cillay, David R
Subject: ANGEL Renewal

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O / 503.432.8006
E / darren.stahl@blackboard.com



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WASHINGTON STATE UNIVERSITY
INTERDEPARTMENTAL REQUISITION AND INVOICE

INVOICE NUMBER

REQUISITIONING DEPARTMENT

Page _____ of _____

Department	Fnd	Sibr	Prog	Budget	Project	Obj	Sib	T.T.	
GLOBAL CAMPUS				4322	0005			81	

VENDOR DEPARTMENT

Department	Fnd	Sibr	Prog	Budget	Project	Obj	Sib	T.T.	
INFORMATION SERVICES									

Date	Delivery To: (Building/Room)	Mail Code	Dept Req. No.	Contact Individual	Telephone
10/8/2013	VAN DOREN 106	5210		COLLEEN COOK	335-6841

Item	Stock No.	Description/Received By	Qnt Ord	Unit	For Vendor Department Use		
					Qnt Del	Unit Prc	Total
		Double space between items.					
		ANGEL LICENSE SEPTEMBER 15, 2013 THROUGH SEPTEMBER 14, 2014					
		ANGEL LMS HE CUSTOM USERS	1				\$170,927.00
		ANGEL MODULE-XEI	1				\$22,260.00
		TAX			<i>Leave</i> <i>10/8/13</i>		\$15,068.59

EXPENDITURE AUTHORITY

\$208,255.59

Name of Authorizing Official Colleen Cook	Signature <i>Colleen Cook</i>	Date 10/8/2013	Invoice Total \$208,255.59
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Refer to *Business Policies and Procedures Manual 0.05* for complete instructions.

Cook, Colleen Leavitt

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Darren

Darren Stahl

Account Executive - Blackboard

M / 503.939.3634

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E / darren.stahl@blackboard.com



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Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT FAX NO. 335-0945				
DATE 7/22/2014	DEPT NUMBER 6900	REQUISITION NUMBER BCO040					
<p>Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.</p> <p>ALTERNATIVE DELIVERY LOCATION</p>							
DEPARTMENTAL CONTACT Brian Oldroyd		TELEPHONE 335-9176	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	ENCUMBRANCE REQUIRED BY				
Fund	Suff	Prog	Budget	Project	Object	Sub	Distr (% or \$)
148	01		4322	0005			

DO NOT WRITE IN THIS BLOCK	
VENDOR NO.	PURCHASE ORDER NO.
DELIVERY	
AUTHORITY	PLACEMENT
PRICE SOURCE	QUOTE DATE
WEIGHT NO.	PAYMENT TERMS
VENDOR QUOTE NO.	SOLE SOURCE
SPPC APPROVAL	BUYER APPROVAL

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Colleen Cook, Director of Finance and Admin Svcs	
Signature of Expenditure Authority	
x <i>Colleen Cook</i>	7/25/14

ITEM NO	ITEM – Use Catalog Number and Complete Description Double Space Between Items	QUANT	UNIT	UNIT PRICE	AMOUNT
1	ANGEL AHS TEST ENVIRONMENT - 9/15/2014 - 7/27/2015 ANGEL Application Hosting Services: Test Environment	1		4753.83	4753.83
2	ANGEL MODULE - XEI - 9/15/2014 - 7/27/2015	1		20156.23	20156.23
3	ANGEL LMS - 9/15/2014 - 7/27/2015 Blackboard ANGEL LMS	1		154772.83	154772.83
4	ANGEL AHS FOR LMS - 9/15/2014 - 7/27/2015 Application Hosting Services For Learning Management System	1		73690.65	73690.65
5	ANGEL HOSTING ADD STOR 500 GB - 9/15/2014 - 7/27/2015 Bb ANGEL Hosting Additional 500 GB Storage	1		22637.27	22637.27
See documents attached for details					
Renewal Invoice					

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number if known.)

DEPARTMENT PRICE SOURCE
PREVIOUS PO NO

Example catalog, previous order, telephone, written estimate, if previous order or catalog add number and date. If written attach copy of quotation.)

1. Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001
2. Fax : (202) 318-2619
Phone: (202) 463-4860 Ext. 2721
- 3.

Renewal Notice

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # **40**

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Washington State University
PO Box 641025
Pullman WA 99164-1025
USA

Client ID: 300102

Renewal Notice Date: July 14, 2014

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal Item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

Renewal ID: Bb-045192

<u>Qty</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	ANGEL AHS TEST ENVIRONMENT	ANGEL Application Hosting Services: Test Environment	09/15/2014	07/27/2015	4,753.83
1	ANGEL MODULE - XEI	ANGEL Module - XEI	09/15/2014	07/27/2015	20,156.23
1	ANGEL LMS	Blackboard ANGEL LMS	09/15/2014	07/27/2015	154,772.83
1	ANGEL AHS FOR LMS	ANGEL Application Hosting Services For Learning Management System	09/15/2014	07/27/2015	73,690.65
1	ANGEL HOSTING ADD STOR 500 GB	Bb ANGEL Hosting Additional 500 GB Storage	09/15/2014	07/27/2015	22,637.27

Renewal Amount (USD) **276,010.81**



Blackboard

Renewal Order Form (ANGEL Products)

READ THESE TERMS CAREFULLY BEFORE INSTALLING OR ACCESSING THE BLACKBOARD™ SOFTWARE/SERVICES. BY INSTALLING OR USING THE BLACKBOARD SOFTWARE/SERVICES, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS READ THE TERMS ASSOCIATED WITH THE AGREEMENT, THAT IT UNDERSTANDS SUCH TERMS, AND IT, ITS EMPLOYEES AND AGENTS WILL BE BOUND BY ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS ASSOCIATED WITH THE AGREEMENT, PLEASE DO NOT INSTALL OR USE BLACKBOARD™ SOFTWARE/SERVICES

This Renewal Order Form amends the current Agreement between Customer and Blackboard Inc. (formerly doing business as ANGEL Learning, Inc.) ("Blackboard") for the Licensed Software to Customer and is effective as of the date below (the "Effective Date"). Capitalized terms used in this Order Form are defined in the Terms and Conditions.

Blackboard Inc.

Billing Contact Information: 650 Massachusetts Ave., NW, 6th Floor Washington, DC 20001-3796	Remittance Address: Blackboard Inc. PO Box 200154 Pittsburgh, PA 15251-0154
Federal Tax ID # 40 Phone: +1-800-424-9299 Email: BillingOps_Learn@blackboard.com	
Customer PO #	Order Date
General Notes	

*In the event of any inconsistencies between this Order Form and the current Agreement, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the current Agreement shall control.

*The License Fee is based on Customer's eligibility for any set Discount. If Customer ceases to be eligible for the Discount, the License Fee will be adjusted and the additional License Fee will be payable as of the date the Customer no longer qualifies for the Discount. For an Unlimited User Site License, Customer must submit the annual enrollment and a FTE report with the order form.

*Additional Authorized Users may be added in blocks of 250 users per block at any time during the License Term. The additional License Fee for one block of additional Authorized Users is 250 times the per user license rate of the then current annual license. On each anniversary date, a User Account License can be increased to a user license level at the price then currently available.

*Customer agrees to take the necessary action to permit Blackboard to initiate Application and IT System Services within 30 days of the Effective Date and to schedule education services under this Order Form so that all education will be completed no later than 120 days after the Effective Date.

*Customer may increase the number of Blackboard Administrators by notice given to Blackboard effective upon payment by Customer of the then-applicable Administrator fees.

Services Maintenance Terms

If Customer wishes to renew the Blackboard maintenance then the following terms apply:

Blackboard requires an annual subscription-based maintenance program for consulting projects involving customizations to the ANGEL Learning Management system. Customizations will be reviewed and updated as needed with each monthly ANGEL update and ANGEL version upgrade to address any changes due to the ANGEL LMS core product changes. Additionally, any bugs or defects within the scope of the customization will be addressed under the Maintenance program. The maintenance program will not provide support related to the following:

- Improper usage of the Product including but not limited to:
 - Database files removed from the Product
 - Modification of the customization
 - Prohibited usage
- Improper installation and configuration of the operating system components
- Improper hardware configuration for the size of the deployment
- Non-Supported 3rd party tools used with Product (except those where a support partnership exists)

Payment Terms

1. All dollars (\$) are in United States currency.
2. Upon receipt of the PO, your authorization key will be shipped promptly.
3. **Initial and subsequent payments are due as specified by the payment schedule.**
4. **Annual License Payments are due on the anniversary date.**
5. **REMIT TO:** Blackboard Inc., PO Box 200154, Pittsburgh, PA 15251-0154
6. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Tax Exemption Certificate must be returned with this Order Form.

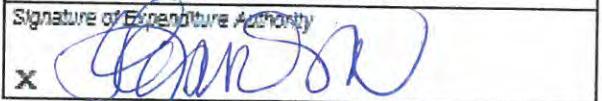
Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT. FAX NO. 335-0945				
DATE 8/10/2015	DEPT NUMBER 6900	REQUISITION NUMBER BCO065					
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.							
ALTERNATIVE DELIVERY LOCATION							
DEPARTMENTAL CONTACT Brian Oldroyd		TELEPHONE 335-9176	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	ENCLOSURE REQUIRED BY				
Fund	Subf	Prog	Budget	Project	Object	Sub	Distr (%) or \$)
148	01		4322	0005			

DO NOT WRITE IN THIS BLOCK		
VENDOR NO.	PURCHASE ORDER NO.	
DELIVERY		
AUTHORITY	PLACEMENT	P.O.S
PRICE SOURCE	QUOTE DATE	FREIGHT
WSU BID NO.	PAYMENT TERMS	
VENDOR QUOTE NO.	SOLE SOURCE	
SPPD APPROVAL	BUYER APPROVAL	

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Leslie Thompson, Area Finance Officer	
Signature of Expenditure Authority	
X	

ITEM NO	ITEM – List Catalog Number and Complete Description	QUANT	UNIT	UNIT PRICE	AMOUNT
	Double Space Between Items				
1	ANGEL MODULE - XEI - 8/8/2015 - 2/7/2016	1		0.00	0.00
2	ANGEL HOSTING ADD STOR 500 GB - 8/8/2015 - 2/7/2016 Bb ANGEL Hosting Additional 500 GB Storage	1		0.00	0.00
3	ANGEL LMS - 8/8/2015 - 8/7/2016 Blackboard ANGEL LMS	1		0.00	0.00
4	ANGEL AHS FOR LMS - 8/8/2015 - 8/7/2016 Application Hosting Services For Learning Management System	1		0.00	0.00
5	ANGEL AHS TEST ENVIRONMENT - 8/8/2015 - 8/7/2016 ANGEL Application Hosting Services: Test Environment	1		0.00	0.00
	See documents attached for details				
	6 month renewal - Ref. C18072				

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number, if known.)

DEPARTMENT PRICE SOURCE
PREVIOUS PO NO.

Example catalog, previous order, telephone written estimate, (if previous order or catalog add number and date, if written attach copy of quotation.)

1. Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001
2. Olivia Herbert
Fax : (202) 318-2619
Phone: (615) 761-5721
- 3.

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard

Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # **40**

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Washington State University
PO Box 641025
Pullman WA 99164-1025
USA

Client ID: 300102

Renewal Notice Date: August 05, 2015

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal item. The amounts listed below do not include applicable taxes, which will be assessed and included at the time of invoice.

Renewal ID: Bb-115882

<u>Qty</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	ANGEL MODULE - XEI	ANGEL Module - XEI	08/08/2015	02/07/2016	0.00
1	ANGEL HOSTING ADD STOR 500 GB	Bb ANGEL Hosting Additional 500 GB Storage	08/08/2015	02/07/2016	0.00
1	ANGEL LMS	Blackboard ANGEL LMS	08/08/2015	02/07/2016	0.00
1	ANGEL AHS FOR LMS	ANGEL Application Hosting Services For Learning Management System	08/08/2015	02/07/2016	0.00
1	ANGEL AHS TEST ENVIRONMENT	ANGEL Application Hosting Services: Test Environment	08/08/2015	02/07/2016	0.00

Renewal Amount (USD) **0.00**



Blackboard

Renewal Order Form (Angel Products)

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Blackboard Inc.

Billing Contact Information: 650 Massachusetts Ave., NW, 6th Floor Washington, DC 20001-3796	Remittance Address: Blackboard Inc. PO Box 200154 Pittsburgh, PA 15251-0154
Federal Tax ID # 40 Phone: +1-800-424-9299 Email: BillingOps_Learn@blackboard.com	
Customer PO #	Order Date 08-08-2015-02/07-2015
General Notes	

*In the event of any inconsistencies between this Order Form and the current Agreement, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the current Agreement shall control.

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Database files removed from the Product

Modification of the customization

Prohibited usage

Improper installation and configuration of the operating system components

Improper hardware configuration for the size of the deployment

Non-Supported 3rd party tools used with Product (except those where a support partnership exists)

Payment Terms

1. All dollars (\$) are in United States currency.
2. Upon receipt of the PO, your authorization key will be shipped promptly.
3. Initial and subsequent payments are due as specified by the payment schedule.
4. Annual License Payments are due on the anniversary date.
5. REMIT TO: Blackboard Inc., PO Box 200154, Pittsburgh, PA 15251-0154
6. *Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Tax Exemption Certificate must be returned with this Order Form.*

GLOBAL CAMPUS PURCHASE REQUEST

Title: Angel Renewal
Description: 6-month, no cost renewal
Notes: Please prepare a Req and send to Kerry Johnson. Reference C18072.

Created by:	Thompson, Leslie	PR# E	1002349
Created on:	8/10/2015		
Date needed:	8/10/2015		
Ship to:			

DESCRIPTION

SPLIT (\$ or %)

	\$	%	Func.	SubF.	Prog.	Bdgt.	Proj.	Obj.	SubObj.
--	----	---	-------	-------	-------	-------	-------	------	---------

EDIT	ITEM	PART/STOCK#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<input type="checkbox"/>	1		See attached renewal	1	ea.	\$0.00	\$0.00
						Subtotal	\$0.00
						Shipping	
						Please fill in appropriate tax (7.8 %)	\$0.00
						Total	\$0.00

VENDOR CONTACT INFO

Name: Blackboard, Inc.

Contact: Olivia Herbert

Address: 650 Massachusetts Avenue, NW, 6th Floor

Phone: 615-761-5721

City State Zip: Washington, DC 20001

Fax:

Email: Olivia.Herbert@blackboard.com

Website:

Please select a purchaser to complete the purchase.

Thompson, Leslie

Manager

Budget Authority

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard

Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # **40**

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Washington State University
PO Box 641025
Pullman WA 99164-1025
USA

Client ID: 300102

Renewal Notice Date: January 04, 2016

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

Renewal ID: Bb-144610

<u>Otv</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	ANGEL MODULE - XEI	ANGEL Module - XEI	02/08/2016	02/07/2017	0.00
1	ANGEL HOSTING ADD STOR 500 GB	Bb ANGEL Hosting Additional 500 GB Storage	02/08/2016	02/07/2017	0.00
1	ANGEL LMS	Blackboard ANGEL LMS	02/08/2016	02/07/2017	0.00
1	ANGEL AHS FOR LMS	ANGEL Application Hosting Services For Learning Management System	02/08/2016	02/07/2017	0.00
1	ANGEL AHS TEST ENVIRONMENT	ANGEL Application Hosting Services: Test Environment	02/08/2016	02/07/2017	0.00

Renewal Amount (USD) **0.00**

Thompson, Leslie

From: Coons, Christopher Jonathan
Sent: Wednesday, April 20, 2016 11:25 AM
To: Thompson, Leslie
Subject: RE: Blackboard Costs for FY 2017

There's a chance that you got left off (sorry if that happened) of a conversation where it got extended. I think at one point Kerry reached out to me to ask about it expiring a while ago and when I asked bb in our weekly meeting they sent an extension at no cost.

Christopher

From: Thompson, Leslie
Sent: Wednesday, April 20, 2016 11:19 AM
To: Coons, Christopher Jonathan <coonsc@wsu.edu>
Subject: RE: Blackboard Costs for FY 2017

That is funny. This is the latest information I had...

From: Coons, Christopher Jonathan
Sent: Wednesday, April 20, 2016 11:00 AM
To: Thompson, Leslie <lesliet@wsu.edu>
Subject: RE: Blackboard Costs for FY 2017

Good call! I sent a note to double check on this. We have all of our data transferred however we do still have a license to run a local instance of angel so we have a way to recover data from old courses. I don't think we need to have a license extended with them to keep using it but would like to be sure.

Christopher

From: Thompson, Leslie
Sent: Wednesday, April 20, 2016 10:13 AM
To: Coons, Christopher Jonathan <coonsc@wsu.edu>
Subject: RE: Blackboard Costs for FY 2017

In follow up to this email...are we now 100% done with Angel? I see the following is set to expire on 8/7/2016:

Angel LMS
Angel AHS for LMS
Angel AHS Test Environment

Don't you hate it when I decide to get to my backlog?

From: Thompson, Leslie
Sent: Tuesday, April 19, 2016 9:39 PM
To: Coons, Christopher Jonathan <coonsc@wsu.edu>
Cc: Cillay, David R (david.cillay@wsu.edu) <david.cillay@wsu.edu>
Subject: Blackboard Costs for FY 2017

Hi Christopher:

We have a little bit of time, but now that we are in our last quarter of the fiscal year I want to put next year's Blackboard costs on the radar. I will need to submit an official request to the Budget Office for next year's funding. I know that there has been a lot of back and forth with Blackboard and assumed that things may have changed since our original four year plan that was proposed. For Year 16/17 we had anticipated:

Blackboard Collaborate License - \$36,520

Blackboard Learn License - \$186,759

Blackboard Hosting - \$201,317

Plus appropriate taxes

Last year we paid - \$410,265 + \$54,400 for custom development (attached for your reference).

Thanks,
Leslie

Leslie D. Thompson | Area Finance Officer
Academic Outreach and Innovation
Washington State University
Van Doren Hall, Room 9
P.O. Box 645210
Pullman, WA 99164-5210

Cell 509-338-5769 | Office 509-335-6841
lesliet@wsu.edu

Thompson, Leslie

From: Eric Crewes <Eric.Crewes@blackboard.com>
Sent: Wednesday, April 20, 2016 11:15 AM
To: Coons, Christopher Jonathan
Cc: David Jero; Thompson, Leslie; Olivia Herbert
Subject: Re: local angel instance
Attachments: Washington State University_ANGLE_2.8.16.pdf

Hello Christopher,

After consulting your Renewal Analyst, I pulled up the renewal notice we have set in our system for your Angel licensing. We show that it does not expire until 2/7/2017. I have attached that notice here. Please let me know if you have any questions/concerns.

Kindest regards,

Eric Crewes
Account Executive
Blackboard Inc.
M: 303.601.7320 (Colorado)
Virtual Office: <http://tinyurl.com/CrewesOffice>

Reimagine Education.

Check out: [The New Learning Experience](#)

[Collaborate](#) | [Learn](#) | [moodlerooms](#) | [Analytics](#) | [Mass Notifications](#) | [Student Services](#) | [Marketing & Recruiting](#) | [Consulting](#) | [Training](#) | [Bundled Learning Solutions](#)

From: "Coons, Christopher Jonathan" <coonsc@wsu.edu>
Date: Wednesday, April 20, 2016 at 12:12 PM
To: Eric Crewes <Eric.Crewes@blackboard.com>
Cc: David Jero <David.Jero@blackboard.com>, "Thompson, Leslie" <lesliet@wsu.edu>
Subject: RE: local angel instance

Ok, thank you.

Christopher

From: Eric Crewes [mailto:Eric.Crewes@blackboard.com]
Sent: Wednesday, April 20, 2016 11:05 AM
To: Coons, Christopher Jonathan <coonsc@wsu.edu>
Cc: David Jero <David.Jero@blackboard.com>
Subject: Re: local angel instance

Hello Chris,

I will work with your renewal analyst to make sure that the license is extended another year at the current rate. (\$0) You should hear from us shortly. Let me know if you have any additional questions.

Kindest regards,

Eric Crewes

Account Executive

Blackboard Inc.

M: 303.601.7320 (Colorado)

Virtual Office: <http://tinyurl.com/CrewesOffice>

Reimagine Education.

Check out: [The New Learning Experience](#)

[Collaborate](#) | [Learn](#) | [moodlerooms](#) | [Analytics](#) | [Mass Notifications](#) | [Student Services](#) | [Marketing & Recruiting](#) | [Consulting](#) | [Training](#) | [Bundled Learning Solutions](#)

From: "Coons, Christopher Jonathan" <coonsc@wsu.edu>

Date: Wednesday, April 20, 2016 at 12:00 PM

To: David Jero <David.Jero@blackboard.com>, Eric Crewes <Eric.Crewes@blackboard.com>

Subject: local angel instance

Hi David and Eric,

It looks like our angel license which was extended to ensure we got all of our old data and had a way to recover it locally is set to expire on 8/7/2016. Do we need to extend that in order to keep running a local instance of angel for restoring old courses or should that continue to function after this expires?

Christopher Coons

Director of Educational Logistics and Technology

Academic Outreach and Innovation

Washington State University

PO Box 645220

Pullman, WA 99164-5520

509-335-8588

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Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT. FAX NO. 335-0945				
DATE 6/13/2014	DEPT NUMBER 6900	REQUISITION NUMBER BCO037					
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.							
ALTERNATIVE DELIVERY LOCATION							
DEPARTMENTAL CONTACT Colleen Cook		TELEPHONE 335-6841	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	ENCUMBRANCE REQUIRED BY				
Fund	Sub	Prog	Budget	Project	Object	Sub	Dollars (\$ or \$)
148	01		4322	0005			

DO NOT WRITE IN THIS BLOCK		
VENDOR NO.		PURCHASE ORDER NO.
DELIVERY		
AUTHORITY	PLACEMENT	F.C.B.
PRICE SOURCE	QUOTE DATE	FREIGHT
WSU BID NO.		PAYMENT TERMS
VENDOR QUOTE NO.		SOLE SOURCE
SPFC APPROVAL		OTHER APPROVAL

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Colleen Cook, Director of Finance and Admin Svcs	
Signature of Expenditure Authority	
<i>x Colleen Cook 6/16/14</i>	

ITEM NO	ITEM – List Catalog Number and Complete Description Double Space Between Items	QUANT	UNIT	UNIT PRICE	AMOUNT
1	Blackboard Learn Gold - 9/15/14 - 9/14/15	1	TBD		0.00
2	Blackboard Learn Gold - 9/15/15 - 9/14/16	1		355979.69	355979.69
3	Blackboard Learn Gold - 9/15/16 - 9/14/17	1		362448.84	362448.84
4	Blackboard Learn Gold - 9/15/17 - 9/14/18	1		365570.83	365570.83
5	Blackboard Learn Gold - 9/15/18 - 9/14/19	1		368724.04	368724.04
6	Blackboard Learn Services	1		144700.00	144700.00
See documents attached for details					

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number if known.)

DEPARTMENT PRICE SOURCE PREVIOUS PO NO.

Example catalog, previous order, telephone, written estimate, (if previous order or catalog, add number and date, if written attach copy of quotation.)

1. Blackboard
Darren Stahl - (503) 939-3634
darren.stahl@blackboard.com

2.

3.

(1094)



Blackboard

Blackboard Learn

Prepared for:

Washington State University

Prepared by:

Darren Stahl – Account Executive – darren.stahl@blackboard.com – 503-939-3634
June 11, 2014

Offering & Pricing

- *Software*
 - o *Learn (Course Delivery, Community Engagement, Content Management)*
 - *Unlimited Number of Users*
 - o *Mobile Learn*
 - o *Collaborate*
 - o *ANGEL*
- *Hosting*
 - o *Gold Level Hosting*
 - o *700GB Storage*
 - o *Test Environment*
 - o *Staging Environment*
 - o *Setup*

Pricing is based off Blackboard GSA Schedule (GS-35F-0554M)

SOLUTIONS	7/1/14-9/14/14	9/15/14 – 9/14/15	9/15/15 – 9/14/16	9/15/16 – 9/14/17	9/15/17 – 9/14/18	9/15/18 – 9/14/19
Collaborate	\$7,167.65	\$34,423.58	\$35,456.29	\$36,519.98	\$36,885.18	\$37,254.03
ANGEL		\$314,911.36				
Learn Software						
List		\$418,464.13	\$418,464.13	\$418,464.13	\$418,464.13	\$418,464.13
Discounts		\$418,464.13	\$235,367.13	\$231,707.19	\$229,837.60	\$227,951.33
Sub-Total		\$0	\$183,097.00	\$186,758.94	\$188,626.53	\$190,512.80
Learn Hosting						
List		\$289,721.76	\$248,086.81	\$248,086.81	\$248,086.81	\$248,086.81
Discounts		\$269,721.76	\$110,660.41	\$108,916.88	\$108,027.68	\$107,129.59
Sub-Total		\$20,000.00	\$137,426.40	\$139,169.93	\$140,059.13	\$140,957.22
Total Discounts		\$688,185.89	\$346,027.54	\$340,622.07	\$337,865.28	\$335,080.93
TOTAL		TBD	\$355,979.69	\$362,448.84	\$365,570.83	\$368,724.04



Blackboard

Blackboard Learn

Prepared for:

Washington State University

Prepared by:

Darren Stahl – Account Executive – darren.stahl@blackboard.com – 503-939-3634

June 11, 2014

Offering & Pricing

SERVICES	
Academic Collaboration Standard Engagement Program -Includes Implementation Planning -Includes Admin & Essentials Training -Includes Course Delivery, Community Engagement and Content Management Design & Configuration	\$60,000 (FFP)
Custom Grade Book Integration	\$54,400 (FFP)
Custom Grade Book Integration Annual Maintenance	\$13,600 (FFP)
Faculty & Staff Training Materials – Course Delivery	\$11,700 (FFP)
Faculty & Staff Training Materials – Content Management	\$5,000 (FFP)
Student Orientation Materials	\$0
TOTAL	\$144,700

Pricing is based off Blackboard GSA Schedule (GS-35F-0554M)

GLOBAL CAMPUS PURCHASE REQUEST

Title: Blackboard Learn Requisition

Description:

Notes: Attached is the note from Eric Rogers asking for us to provide the requisition as well as the two quotes that will need to be used. The "Blackboard Learn Gold Proposal" will be funded centrally. The "Blackboard Learn Services" will be funded by the Global Campus.

I just attached an updated version of the services quote which references GSA as requested by Eric Rogers.

Created by:	Coons, Christopher	PR#	E	1001517
Created on:	6/12/2014			
Date needed:				
Ship to:				

DESCRIPTION	SPLIT (\$ or %)								
\$	%	Func.	SubF.	Prog.	Bdg.	Proj.	Obj.	SubObj.	

EDIT	ITEM	PART/STOCK#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<input type="checkbox"/>	1			ea.		\$0.00	
						Subtotal	\$0.00
						Shipping	
			Please fill in appropriate tax (7.8 %)		\$0.00	
						Total	\$0.00

VENDOR CONTACT INFO

Name:

Contact:

Address:

Phone:

City State Zip:

Fax:

Email:

Website:

Order is complete.

Coons, Christopher

Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT. FAX NO. 335-0945				
DATE 6/13/2014	DEPT NUMBER 6900	REQUISITION NUMBER BCO037					
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.							
ALTERNATIVE DELIVERY LOCATION							
DEPARTMENTAL CONTACT Colleen Cook		TELEPHONE 335-6841	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	ENCUMBRANCE REQUIRED BY				
Fund	Sub	Prog	Budget	Project	Object	Sub	Distr (% or \$)
148	01		4322	0005			

DO NOT WRITE IN THIS BLOCK		
VENDOR NO.		PURCHASE ORDER NO.
DELIVERY		
AUTHORITY	PLACEMENT	F.O.B.
PRICE SOURCE	QUOTE DATE	FREIGHT
WSU SIC NO.		PAYMENT TERMS
VENDOR QUOTE NO.		SOLE SOURCE
SPPO APPROVAL		SUPER APPROVAL

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Colleen Cook, Director of Finance and Admin Svcs	
Signature of Expenditure Authority	
 6/16/14	

ITEM NO.	ITEM – List Catalog Number and Complete Description Double Space Between Items	QUANT	UNIT	UNIT PRICE	AMOUNT
1	Blackboard Learn Gold - 9/15/14 - 9/14/15	1	TBD		0.00
2	Blackboard Learn Gold - 9/15/15 - 9/14/16	1		355979.69	355979.69
3	Blackboard Learn Gold - 9/15/16 - 9/14/17	1		362448.84	362448.84
4	Blackboard Learn Gold - 9/15/17 - 9/14/18	1		365570.83	365570.83
5	Blackboard Learn Gold - 9/15/18 - 9/14/19	1		368724.04	368724.04
6	Blackboard Learn Services	1		144700.00	144700.00
	See documents attached for details				

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number if known.)

DEPARTMENT PRICE SOURCE PREVIOUS PO NO.

Example: catalog, previous order, telephone, written, estimate, (if previous order or catalog, add number and date, if written, attach copy of quotation.)

1. Blackboard
Darren Stahl - (503) 939-3634
darren.stahl@blackboard.com

2.

3.



Blackboard

Blackboard Learn

Prepared for:

Washington State University

Prepared by:

Darren Stahl – Account Executive – darren.stahl@blackboard.com – 503-939-3634

June 11, 2014

Offering & Pricing

- Software
 - o *Learn (Course Delivery, Community Engagement, Content Management)*
 - *Unlimited Number of Users*
 - o *Mobile Learn*
 - o *Collaborate*
 - o *ANGEL*
- Hosting
 - o *Gold Level Hosting*
 - o *700GB Storage*
 - o *Test Environment*
 - o *Staging Environment*
 - o *Setup*

Pricing is based off Blackboard GSA Schedule (GS-35F-0554M)

SOLUTIONS	7/1/14-9/14/14	9/15/14 – 9/14/15	9/15/15 – 9/14/16	9/15/16 – 9/14/17	9/15/17 – 9/14/18	9/15/18 – 9/14/19
Collaborate	\$7,167.65	\$34,423.58	\$35,456.29	\$36,519.98	\$36,885.18	\$37,254.03
ANGEL		\$314,911.36				
Learn Software						
List		\$418,464.13	\$418,464.13	\$418,464.13	\$418,464.13	\$418,464.13
Discounts		\$418,464.13	\$235,367.13	\$231,707.19	\$229,837.60	\$227,951.33
Sub-Total		\$0	\$183,097.00	\$186,758.94	\$188,626.53	\$190,512.80
Learn Hosting						
List		\$289,721.76	\$248,086.81	\$248,086.81	\$248,086.81	\$248,086.81
Discounts		\$269,721.76	\$110,660.41	\$108,916.88	\$108,027.68	\$107,129.59
Sub-Total		\$20,000.00	\$137,426.40	\$139,169.93	\$140,059.13	\$140,957.22
Total Discounts		\$688,185.89	\$346,027.54	\$340,622.07	\$337,865.28	\$335,080.93
TOTAL		TBD	\$355,979.69	\$362,448.84	\$365,570.83	\$368,724.04



Blackboard

Blackboard Learn

Prepared for:

Washington State University

Prepared by:

Darren Stahl – Account Executive – darren.stahl@blackboard.com – 503-939-3634

June 11, 2014

Offering & Pricing

SERVICES	
Academic Collaboration Standard Engagement Program -Includes Implementation Planning -Includes Admin & Essentials Training -Includes Course Delivery, Community Engagement and Content Management Design & Configuration	\$60,000 (FFP)
Custom Grade Book Integration	\$54,400 (FFP)
Custom Grade Book Integration Annual Maintenance	\$13,600 (FFP)
Faculty & Staff Training Materials – Course Delivery	\$11,700 (FFP)
Faculty & Staff Training Materials – Content Management	\$5,000 (FFP)
Student Orientation Materials	\$0
TOTAL	\$144,700

Pricing is based off Blackboard GSA Schedule (GS-35F-0554M)

GLOBAL CAMPUS PURCHASE REQUEST

Title: Blackboard Learn Requisition

Description:

Notes: Attached is the note from Eric Rogers asking for us to provide the requisition as well as the two quotes that will need to be used. The "Blackboard Learn Gold Proposal" will be funded centrally. The "Blackboard Learn Services" will be funded by the Global Campus.

I just attached an updated version of the services quote which references GSA as requested by Eric Rogers.

Created by:	Coons, Christopher	PR# E	1001517
Created on:	6/12/2014		
Date needed:			
Ship to:			

DESCRIPTION	SPLIT (\$ or %)
	\$ % Func. SubF. Prog. Bdgt. Proj. Obj. SubObj.

EDIT	ITEM	PART STOCK#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<input type="checkbox"/>	1				ea.		\$0.00
						Subtotal	\$0.00
						Shipping	
						Please fill in appropriate tax (7.8 %)	\$0.00
						Total	\$0.00

VENDOR CONTACT INFO	
Name:	Contact:
Address:	Phone:
City State Zip:	Fax:
Email:	Website:

Order is complete.

Coons, Christopher



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To

Washington State University
Accounts Payable
PO Box 641025
Pullman WA 99164-1025
United States

Please Remit

Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # 18
For Credit To: Blackboard
Account # 18
Swift Code SVBKUS6S

INVOICE

Invoice Date:	Aug 17, 2014
Invoice Number:	1168259
Customer No:	300102
Customer PO:	F728681
Payment Terms:	Net 30
Due Date:	Sep 16, 2014

Billing Questions

Email: BillingOps_Learn@blackboard.com

Tax ID:

FEIN (USA): 40

GST (CANADA): 40

18

Quantity	UOM	Product Code	Description	Net Amount
1.00	EA	AS-MATCSDWTMLIC	TR MAT CONTENT MGMT	4,785.63
1.00	EA	AS-MATLSBUNDLE	TR MAT CRSE DELIV BUNDLE	11,198.36
1.00	EA	AS-ACSTANDARD	ACAD COLLAB STANDARD	60,000.00
1.00	EA	CL-WC-FTE	CB WEB CONF -FTE <i>Aug 8, 2014 - Aug 7, 2015</i>	41,591.23
1.00	EA	AS-HST-GOLD-P	GOLD HOSTING PACKAGE	20,000.00
1.00	EA	AS-HST-STG	• HOSTED STAGING ENVIRONMENT	

INCLUDES: 1.00 EA AS-HST-STG

Subtotal: USD 137,575.22

Total Taxes: USD 6,050.87

Amount Due: USD 143,626.09

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

Br. am old Royd

Invoice sent for payment
to Nancy Olin (A/P)
9/24/14

4322-0805

18

Proprietary and Confidential

Blackboard Inc

Page 1 of 1

DEPARTMENT COPY
10485714
07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

SHIP TO:

PO#: F728681
WASHINGTON STATE UNIVERSITY
CENTRAL RECEIVING
100 DAIRY ROAD
PULLMAN, WA 99164-1120

(PO# MUST APPEAR ON SHIPPING LABEL)

BILL TO:

PO#: F728681
WASHINGTON STATE UNIVERSITY
ACCOUNTS PAYABLE
PO BOX 641025
PULLMAN, WA 99164-1025

(PO# MUST APPEAR ON INVOICE)

BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

E-MAILED
8-11-14

QUOTATION 10193518HC 08/08/14
PAYMENT TERMS NET 30
F.O.B.
Destination
FREIGHT PAYMENT TERMS Prepaid and Allowed

DELIVERY REQUIRED BY 08/18/14

WSU PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS, INVOICES AND CORRESPONDENCE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	<p>DEPARTMENT REQUISITION: BC0039 FOR DEPARTMENT: WSU ONLINE ADMIN AT MAIL STOP: 5220 CONTACT NAME: BRIAN OLDRLOYD 5-9176</p> <p>REFERENCE : BLACKBOARD QUOTE # 10-193518 HC V16(08/08/2014) EXHIBIT A GSA CONTRACT # GS-35F-0554M (INCORPORATED BY REFERENCE) DATA SECURITY & CONFIDENTIALITY EXHIBIT B IN THE EVENT OF CONFLICT BETWEEN TERMS/CONDITIONS, THE FOLLOWING ORDER OF PRECEDENCE SHALL PREVAIL:</p> <p>1. BLACKBOARD QUOTE NUMBER 10-193518_HC V16 (08/08/2014) 2. GSA CONTRACT NUMBER: GS-35F-0554M 3. DATA SECURITY & CONFIDENTIALITY EXHIBIT B *NOTWITHSTANDING THE LANGUAGE IN THE GSA CONTRACT, THE PARTIES HEREBY AGREE THAT THE ABOVE ORDER OF PRECEDENCE SHALL APPLY AND PREVAIL IN THE EVENT OF A CONFLICT*</p> <p>NOTE: BLACKBOARD IS HEREBY NOTIFIED THAT IT MUST OBTAIN WSU'S WRITTEN PERMISSION IN ORDER TO USE ITS LOGO AND/OR TRADEMARKS. THE WSU NAME MAY BE USED IN A LIST OF CLIENTS NO MORE PROMINENTLY DISPLAYED THAN ANY OTHER CLIENT.</p> <p>TRAVEL EXPENSES: ANY REQUIRED TRAVEL SHALL BE APPROVED BY WSU AND ONLY IF WSU REQUESTS BLACKBOARD CONDUCT ANY SERVICES ON SITE IN PULLMAN, WA. TRAVEL SHALL BE ARRANGED AND PAID VIA A SEPARATE MECHANISM AND SHALL ONLY BE REIMBURSED AT THE STATE PER DIEM RATES (FED PER DIEMS) WITH ANY REQUIRED AIR TRAVEL AT COACH ONLY. ITEMIZED DOCUMENTATION SHALL BE REQUIRED FOR ANY REIMBURSABLE TRAVEL EXPENSES.</p>	1	YEAR		

By accepting this order, vendor agrees to the terms and conditions available at: <http://purchasing.wsu.edu/terms>

DEPARTMENT COPY
10485714
07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 08/18/14

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TERM 8/8/2014 - 8/7/2015 GSA LIST: \$140,984.51 DISCOUNT: (\$140,984.51)				
2	SIN# 132-32 BLACKBOARD COMMUNITY ENGAGEMENT (GSA) CUSTOM FTE TERM 8/8/2014 - 8/7/2015 GSA LIST: \$98,679.59 DISCOUNT: (\$98,679.59)	1	YEAR		
3	SIN# 132-32 BLACKBOARD CONTENT MANAGEMENT (GSA) CUSTOM FTE TERM 8/8/2014 - 8/7/2015 GSA LIST: \$151,800.83 DISCOUNT: (\$151,800.83)	1	YEAR		
4	SIN#132-32 BLACKBOARD LEARN FOR ACADEMIC COLLABORATION TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
5	SIN# 132-32 BLACKBOARD COURSE DELIVERY TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
6	SIN#132-32 BLACKBOARD COMMUNITY ENGAGEMENT TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
7	SIN#132-32 BLACKBOARD CONTENT MANAGEMENT TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
8	SIN#132-32 BLACKBOARD GOLD HOSTING (GSA) 20,000 ACTIVE USERS, 250 GB, 2.5 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$108,633.69 DISCOUNT: (\$108,633.69)	1	YEAR		
9	SIN#132-32 BLACKBOARD MANAGED HOSTING FOR CONTENT MANAGEMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$25,172.39 DISCOUNT: (\$25,172.39)	1	YEAR		
10	SIN#132-32 BLACKBOARD MANAGED HOSTING STAGING ENVIRONMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$33,000 DISCOUNT: (\$13,000)	1	YEAR	20000.00	20,000.00
11	SIN#132-32 BLACKBOARD MANAGED HOSTING TEST ENVIRONMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$12,442.63 DISCOUNT: (\$12,442.63)	1	YEAR		
12	SIN#132-32 BLACKBOARD MANAGED HOSTING STORAGE 500GB (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$30,000 DISCOUNT: (\$30,000)	1	YEAR		
13	SIN#132-32 BLACKBOARD MANAGED HOSTING ADDITIONAL SERVICE UNIT (GSA) ADD 10,000 ACTIVE USERS, 100 GB,	1	YEAR		

By accepting this order, vendor agrees to the terms and conditions available at: <http://purchasing.wsu.edu/terms>

PAGE 002

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DEPARTMENT COPY
10485714
07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER

F728681

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 08/18/14

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	1 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,826.36 DISCOUNT: (\$41,826.36)				
14	SIN#132-32 BLACKBOARD MANAGED HOSTING ADDITIONAL SERVICE UNIT (GSA) ADD 10,000 ACTIVE USERS, 100 GB, 1 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,826.36 DISCOUNT: (\$41,826.36)	1	YEAR		
15	SIN#132-32 BLACKBOARD MANAGED HOSTING ADDITIONAL SERVICE UNIT (GSA) ADD 10,000 ACTIVE USERS, 100 GB, 1 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,826.36 DISCOUNT: (\$41,826.36)	1	YEAR		
16	SIN#132-32 BLACKBOARD GOLD HOSTING SETUP (GSA) 20,000 ACTIVE USERS, 250 GB, 2.5 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,849.32 DISCOUNT: (\$41,849.32)	1	YEAR		
17	SIN#132-32 BLACKBOARD MANAGED HOSTING SETUP FOR CONTENT MANAGEMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$15,409.71 DISCOUNT: (\$15,409.71)	1	YEAR		
18	SIN#132-32 BLACKBOARD MANAGED HOSTING STAGING ENVIRONMENT SETUP (GSA) ONE-TIME GSA LIST: \$5,000 DISCOUNT: (\$5,000)	1	EA		
19	SIN#132-32 BLACKBOARD MANAGED HOSTING TEST ENVIRONMENT SETUP (GSA) ONE-TIME GSA LIST: \$957.13 DISCOUNT: (\$957.13)	1	EA		
20	OPEN MARKET BLACKBOARD MOBILE LEARN 25,001- 50,000 FTE	1	EA		
21	OPEN MARKET ACADEMIC COLLABORATION STANDARD IMPLEMENTATION ONE TIME	1	EA	60000.00	60,000.00
22	SIN#132-50 STUDENT ORIENTATION COURSE DELIVERY MORE THAN 6,000 USERS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$12,442.63 DISCOUNT: (\$12,442.63)	1	YEAR		
23	SIN#132-50 COURSE DELIVERY TRAINING MATERIALS BUNDLE (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR	11198.36	11,198.36
24	SIN#132-50 CONTENT MANAGEMENT TRAINING MATERIALS (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR	4785.63	4,785.63
25	SIN#132-51 CUSTOM DEVELOPMENT ONE-TIME	1	EA	54441.27	54,441.27

By accepting this order, vendor agrees to the terms and conditions available at: <http://purchasing.wsu.edu/terms>

DEPARTMENT COPY
10485714
07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 08/18/14

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
26	SIN#132-51 ICM FOR CUSTOM DEVELOPMENT ONE-TIME	1	EA	13600.00	13,600.00
27	OPEN MARKET BLACKBOARD COLLABORATIVE WEB CONFERENCING BLACKBOARD CURRENTLY OFFERS WITH THE SALE AND RENEWAL OF THIS PRODUCT, 50 GB OF STORAGE FOR STANDARD RECORDINGS AND PRE-LOAD STORAGE, 50 GB OF STORAGE FOR MP4 RECORDING CONVERSION, AND 10,000 ANNUAL MP4 VIEWS/ DOWNLOADS. 25,001 - 50,000 TERM 8/8/2014 - 8/7/2015	1	YEAR	41591.23	41,591.23
	--- LINE ITEM TOTAL ---				205,616.49
	Compensation Tax In Lieu Of Sales Tax	1		16038.09	16,038.09
	--- ORDER TOTAL ---				221,654.58
***** COST DISTRIBUTIONS *****					
	ACCOUNT CODING	PCT	AMT	FY	
	4322-0005 03-SD	100.00	0.00	2015	

By accepting this order, vendor agrees to the terms and conditions available at: <http://purchasing.wsu.edu/terms>

PAGE 004

BY

ERIC MICHAEL ROGERS
Director Purchasing Services

Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office, Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT FAX NO 335-0945			
DATE 7/22/2014	DEPT NUMBER 6900	REQUESTION NUMBER BCO040				
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.						
ALTERNATIVE DELIVERY LOCATION						
DEPARTMENTAL CONTACT Brian Oldroyd		TELEPHONE 335-9176	DELIVERY NEEDED BY			
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	PERFORMANCE REQUIRED BY			
Fund	Sub	Budget	Project	Object	Sub	End (Year)
148	01		4322	0005		

DO NOT WRITE IN THIS BLOCK		
VENOR NO	PURCHASE ORDER NO	
DELIVERY		
AUTHORITY	PLACEMENT	F.O.B.
PRICE SOURCE	QUOTE DATE	FREIGHT
ITEM NO.		PAYMENT TERMS
VENOR QUOTE NO.		QUOTE SOURCE
BPPC APPROVAL		OTHER APPROVAL

EXPENDITURE AUTHORIZATION		
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)		
Colleen Cook, Director of Finance and Admin Svcs		
Signature of Expenditure Authority		
<i>X Colleen Cook</i>		7/25/14

ITEM NO	ITEM - USE Catalog Number and Complete Description Double Space Between Items	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	ANGEL AHS TEST ENVIRONMENT - 9/15/2014 - 7/27/2015 ANGEL Application Hosting Services: Test Environment	1		4753.83	4753.83
2	ANGEL MODULE - XEI - 9/15/2014 - 7/27/2015	1		20156.23	20156.23
3	ANGEL LMS - 9/15/2014 - 7/27/2015 Blackboard ANGEL LMS	1		154772.83	154772.83
4	ANGEL AHS FOR LMS - 9/15/2014 - 7/27/2015 Application Hosting Services For Learning Management System	1		73690.65	73690.65
5	ANGEL HOSTING ADD STOR 500 GB - 9/15/2014 - 7/27/2015 Bb ANGEL Hosting Additional 500 GB Storage	1		22637.27	22637.27
	See documents attached for details Renewal Invoice				

VENDOR NAMES ADDRESSES FAX AND TELEPHONE NUMBERS
(Route Vendor Number Unknown)

DEPARTMENTAL PRICE SOURCE PURCHASE NO. NO.

Example catalog previous order telephone written estimate (if previous order or catalog add number and date "written, estd 000; cr 000")

- Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001
- Fax : (202) 318-2619
Phone: (202) 463-4860 Ext. 2721

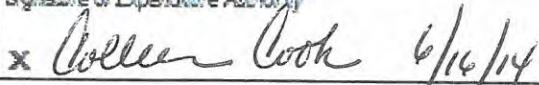
Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT. FAX NO. 335-0945				
DATE 6/13/2014	DEPT NUMBER 6900	REQUISITION NUMBER BCO037					
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.							
ALTERNATIVE DELIVERY LOCATION							
DEPARTMENTAL CONTACT Colleen Cook		TELEPHONE 335-6841	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	INSURANCE REQUIRED BY				
Row	Sum	Prog	Budget	Project	Object	Sub	Obj (2 or 3)
148	01		4322	0005			

DO NOT WRITE IN THIS BLOCK		
VENDOR NO		PURCHASE ORDER NO
DELIVERY		
AUTHORITY	PLACEMENT	F.O.B.
PRICE SOURCE	QUOTE DATE	FREIGHT
WUJ BLDG NO		PAYMENT TERMS
VENDOR QUOTE NO		SOLE SOURCE
SATO APPROVAL		BUYER APPROVAL

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Colleen Cook, Director of Finance and Admin Svcs	
Signature of Expenditure Authority	
 6/16/14	

ITEM NO	ITEM — List Catalog Number and Complete Description <i>Double Space Between Items</i>	QUANT	UNIT	UNIT PRICE	AMOUNT
1	Blackboard Learn Gold - 9/15/14 - 9/14/15	1	TBD		0.00
2	Blackboard Learn Gold - 9/15/15 - 9/14/16	1		355979.69	355979.69
3	Blackboard Learn Gold - 9/15/16 - 9/14/17	1		362448.84	362448.84
4	Blackboard Learn Gold - 9/15/17 - 9/14/18	1		365570.83	365570.83
5	Blackboard Learn Gold - 9/15/18 - 9/14/19	1		368724.04	368724.04
6	Blackboard Learn Services	1		144700.00	144700.00
	See documents attached for details				

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number if known.)

DEPARTMENT PRICE SOURCE PREVIOUS PO NO

Example: catalog, previous order, telephone, written estimate, previous order or catalog, add number and date, if written attach copy of quotation.)

1. Blackboard
Darren Stahl - (503) 939-3634
darren.stahl@blackboard.com



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

INVOICE

Invoice Date:	Sep 19, 2014
Invoice Number:	1172498
Customer No:	300102
Customer PO:	C18072
Payment Terms:	Net 30
Due Date:	Oct 19, 2014

Billing Questions

Email: BillingOps_Learn@blackboard.com

Tax ID:

FEIN (USA): [REDACTED] 40

GST (CANADA): [REDACTED] 40

Bill To

Washington State University
PO Box 641025
Pullman WA 99164-1025
United States

Please Remit
Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # [REDACTED] 18
For Credit To: Blackboard
Account # [REDACTED] 18
Swift Code SVBKUS6S

Quantity	UOM	Product Code	Description	Net Amount
1.00	EA	AG-MOD-XEI	ANGEL MODULE - XEI <i>Sep 15, 2014 - Aug 10, 2015</i>	21,049.22
1.00	EA	AG-AHS-STOR500GB	ANGEL HOSTING ADD STOR 500 GB <i>Sep 15, 2014 - Aug 10, 2015</i>	23,640.19
1.00	EA	AG-LMS	ANGEL LMS <i>Sep 15, 2014 - Aug 10, 2015</i>	161,629.85
1.00	EA	AG-AHS-LMS	ANGEL AHS FOR LMS <i>Sep 15, 2014 - Aug 10, 2015</i>	76,955.43
1.00	EA	AG-AHS-TEST	ANGEL AHS TEST ENVIRONMENT <i>Sep 15, 2014 - Aug 10, 2015</i>	4,964.44

Subtotal: USD 288,239.13

Total Taxes: USD 22,482.65

Amount Due: USD 310,721.78



ANGEL Learning Inc. has merged with Blackboard Inc.; all future correspondence and payments should be sent to Blackboard per the contact and remittance information on this invoice.

This is an administrative change only and the services you receive remain unchanged.

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

APPROVED FOR PAYMENT
CONTRACT # c18072
CODING 4322-0005
SIGNATURE LJQ
CAPITAL OUTLAY

Original to A/P
10/3/14



Blackboard Inc
650 Massachusetts Avenue N.W.
6th Floor
Washington, DC 20001-3796
United States

Bill To

Washington State University
PO Box 641025
Pullman WA 99164-1025
United States

Please Remit

Checks:

Blackboard
P.O. Box 200154
Pittsburgh, PA 15251-0154
United States

Wire Transfers:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA # [REDACTED] 18
For Credit To: Blackboard
Account # [REDACTED] 18
Swift Code SVBKUS6S

Quantity	UOM	Product Code	Description	Net Amount
1.00	EA	AG-MOD-XEI	ANGEL MODULE - XEI <i>Sep 15,2014 - Aug 10,2015</i>	21,049.22
1.00	EA	AG-AHS-STOR500GB	ANGEL HOSTING ADD STOR 500 GB <i>Sep 15,2014 - Aug 10,2015</i>	23,640.19
1.00	EA	AG-LMS	ANGEL LMS <i>Sep 15,2014 - Aug 10,2015</i>	161,629.85
1.00	EA	AG-AHS-LMS	ANGEL AHS FOR LMS <i>Sep 15,2014 - Aug 10,2015</i>	76,955.43
1.00	EA	AG-AHS-TEST	ANGEL AHS TEST ENVIRONMENT <i>Sep 15,2014 - Aug 10,2015</i>	4,964.44

Subtotal: USD 288,239.13

Total Taxes: USD 22,482.65

Amount Due: USD 310,721.78

ANGEL Learning Inc. has merged with Blackboard Inc.; all future correspondence and payments should be sent to Blackboard per the contact and remittance information on this invoice.

This is an administrative change only and the services you receive remain unchanged.

Please indicate your institution name and invoice number(s) on remittance to ensure proper application of payment.

Failure to comply with this request may result in returned payment.

For a copy of the Blackboard Inc W-9 form, please go to: <https://secure.blackboard.com/legal/BBInc/W9/>

INVOICE

Invoice Date:	Sep 19, 2014
Invoice Number:	1172498
Customer No:	300102
Customer PO:	C18072
Payment Terms:	Net 30
Due Date:	Oct 19, 2014

Billing Questions

Email: BillingOps_Learn@blackboard.com

Tax ID:

FEIN (USA): [REDACTED] 40

GST (CANADA): [REDACTED] 40



Purchasing Services

September 17, 2014

Blackboard Inc.
650 Massachusetts Ave, NW
6th Floor
Washington, DC 20001

Reference: **WSU Contract Number: C18072**

Washington State University, Information Technology, would like to renew Annual licenses for Angel Learning per the attached quotation for the terms of 9/15/2014 – 8/10/2015; Net 30. Total agreement of \$288,239.13

Angel AHS Test Environment	\$ 4,964.44
Angel Module XEI	\$ 21,049.22
Angel LMS	\$ 161,629.85
Angel ASH for LMS	\$ 76,955.43
Angel AHS Add 500GB Storage	\$ <u>23,640.19</u>
TOTAL	\$ 288,239.13

Please sign and return a fully executed copy to me at kerry_johnson@wsu.edu or fax to 509-335-7765 prior to invoicing.

To insure prompt payment, include the WSU contract number on all invoices and send them to:

Washington State University C18072
Controller's Office, Contracts Desk
PO Box 641025
Pullman, WA 99164-1025

Sincerely,

A handwritten signature in black ink that appears to read "Kerry Johnson".

Kerry Johnson
Procurement & Supply Specialist 4

A handwritten signature in black ink that appears to read "Eric M. Rogers".

Eric M. Rogers
Director
Washington State University
Purchasing Services

CC: Brian Oldroyd; WSU Global Campus
Judy Davis, Contracts Desk, General Accounting



WSU Contract # 18072

Blackboard

Upgrade Order Form (ANGEL Products)

READ THESE TERMS CAREFULLY BEFORE INSTALLING OR ACCESSING THE BLACKBOARD™ SOFTWARE/SERVICES. BY INSTALLING OR USING THE BLACKBOARD SOFTWARE/SERVICES, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS READ THE TERMS ASSOCIATED WITH THE AGREEMENT, THAT IT UNDERSTANDS SUCH TERMS, AND IT, ITS EMPLOYEES AND AGENTS WILL BE BOUND BY ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS ASSOCIATED WITH THE AGREEMENT, PLEASE DO NOT INSTALL OR USE BLACKBOARD™ SOFTWARE/SERVICES

This Upgrade Order Form amends the current Agreement between Customer and Blackboard Inc. (formerly doing business as ANGEL Learning, Inc.) ("Blackboard") for the Licensed Software to Customer and is effective as of the date below (the "Effective Date"). Capitalized terms used in this Order Form are defined in the Terms and Conditions.

Blackboard Inc.

Billing Contact Information: 650 Massachusetts Ave., NW, 6th Floor Washington, DC 20001-3796	Remittance Address: Blackboard Inc. PO Box 200154 Pittsburgh, PA 15251-0154
Federal Tax ID # 40 Phone: +1-800-424-9299 Email: BillingOps_Learn@blackboard.com	
Customer PO # G18072 General Notes	Effective Date: 9/15/14

*In the event of any inconsistencies between this Order Form and the current Agreement, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the current Agreement shall control.

*The License Fee is based on Customer's eligibility for any set Discount. If Customer ceases to be eligible for the Discount, the License Fee will be adjusted and the additional License Fee will be payable as of the date the Customer no longer qualifies for the Discount. For an Unlimited User Site License, Customer must submit the annual enrollment and a FTE report with the order form.

*Additional Authorized Users may be added in blocks of 250 users per block at any time during the License Term. The additional License Fee for one block of additional Authorized Users is 250 times the per user license rate of the then current annual license. On each anniversary date, a User Account License can be increased to a user license level at the price then currently available.

*Customer agrees to take the necessary action to permit Blackboard to initiate Application and IT System Services within 30 days of the Effective Date and to schedule education services under this Order Form so that all education will be completed no later than 120 days after the Effective Date.

*Customer may increase the number of Blackboard Administrators by notice given to Blackboard effective upon payment by Customer of the then-applicable Administrator fees.

Services Maintenance Terms

If Customer wishes to renew the Blackboard maintenance then the following terms apply:

Blackboard requires an annual subscription-based maintenance program for consulting projects involving customizations to the ANGEL Learning Management Maintenance program, customizations will be reviewed and updated as needed with each monthly ANGEL update and ANGEL version upgrade to address any due to the ANGEL LMS core product changes. Additionally, any bugs or defects within the scope of the customization will be addressed under the Maintenance. The maintenance program will not provide support related to the following:

- Improper usage of the Product including but not limited to
 - Database files removed from the Product
 - Modification of the customization
 - Prohibited usage
- Improper installation and configuration of the operating system components
- Improper hardware configuration for the size of the deployment
- Non-Supported 3rd party tools used with Product (except those where a support partnership exists)

Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT. FAX NO. 335-0945				
DATE 7/22/2014	DEPT NUMBER 6900	REQUISITION NUMBER BCO040					
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.							
ALTERNATIVE DELIVERY LOCATION							
DEPARTMENTAL CONTACT Brian Oldroyd		TELEPHONE 335-9176	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	ENCUMBRANCE REQUIRED BY				
Fund	Staff	Prog	Budget	Project	Object	Sub	Dist (% or \$)
148	01		4322	0005			

DO NOT WRITE IN THIS BLOCK		
VENDOR NO.		PURCHASE ORDER NO.
DELIVERY		
AUTHORITY	PLACEMENT	F.O.B.
PRICE SOURCE	QUOTE DATE	FREIGHT
W321 ID NO.		PAYMENT TERMS
VENDOR QUOTE NO.		SOLE SOURCE
ERPO APPROVAL		SUPER APPROVAL

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Colleen Cook, Director of Finance and Admin Svcs	
Signature of Expenditure Authority	
<i>X Colleen Cook</i>	7/25/14

ITEM NO	ITEM – List Catalog Number and Complete Description Double Space Between Items	QUANT	UNIT	UNIT PRICE	AMOUNT
1	ANGEL AHS TEST ENVIRONMENT - 9/15/2014 - 7/27/2015 ANGEL Application Hosting Services: Test Environment	1		4753.83	4753.83
2	ANGEL MODULE - XEI - 9/15/2014 - 7/27/2015	1		20156.23	20156.23
3	ANGEL LMS - 9/15/2014 - 7/27/2015 Blackboard ANGEL LMS	1		154772.83	154772.83
4	ANGEL AHS FOR LMS - 9/15/2014 - 7/27/2015 Application Hosting Services For Learning Management System	1		73690.65	73690.65
5	ANGEL HOSTING ADD STOR 500 GB - 9/15/2014 - 7/27/2015 Bb ANGEL Hosting Additional 500 GB Storage	1		22637.27	22637.27
See documents attached for details Renewal Invoice					

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number if known)

DEPARTMENT PRICE SOURCE

PREVIOUS PO NO.

Example: catalog previous order, telephone, written estimate, (if previous order or catalog add number and date. If written, attach copy or quotation.)

1. Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001
2. Fax : (202) 318-2619
Phone: (202) 463-4860 Ext. 2721

COPY

Original to Purchasing
7/25/14

Renewal Notice

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # 40

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Washington State University
PO Box 641025
Pullman WA 99164-1025
USA

Client ID: 300102

Renewal Notice Date: July 14, 2014

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

Renewal ID: Bb-045192

<u>Qty</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	ANGEL AHS TEST ENVIRONMENT	ANGEL Application Hosting Services: Test Environment	09/15/2014	07/27/2015	4,753.83
1	ANGEL MODULE - XEI	ANGEL Module - XEI	09/15/2014	07/27/2015	20,156.23
1	ANGEL LMS	Blackboard ANGEL LMS	09/15/2014	07/27/2015	154,772.83
1	ANGEL AHS FOR LMS	ANGEL Application Hosting Services For Learning Management System	09/15/2014	07/27/2015	73,690.65
1	ANGEL HOSTING ADD STOR 500 GB	Bb ANGEL Hosting Additional 500 GB Storage	09/15/2014	07/27/2015	22,637.27

Renewal Amount (USD) 276,010.81



Blackboard

Renewal Order Form (ANGEL Products)

READ THESE TERMS CAREFULLY BEFORE INSTALLING OR ACCESSING THE BLACKBOARD™ SOFTWARE/SERVICES. BY INSTALLING OR USING THE BLACKBOARD SOFTWARE/SERVICES, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS READ THE TERMS ASSOCIATED WITH THE AGREEMENT, THAT IT UNDERSTANDS SUCH TERMS, AND IT, ITS EMPLOYEES AND AGENTS WILL BE BOUND BY ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS ASSOCIATED WITH THE AGREEMENT, PLEASE DO NOT INSTALL OR USE BLACKBOARD™ SOFTWARE/SERVICES.

This Renewal Order Form amends the current Agreement between Customer and Blackboard Inc. (formerly doing business as ANGEL Learning, Inc.) ("Blackboard") for the Licensed Software to Customer and is effective as of the date below (the "Effective Date"). Capitalized terms used in this Order Form are defined in the Terms and Conditions.

Blackboard Inc.

Billing Contact Information: 650 Massachusetts Ave., NW, 6th Floor Washington, DC 20001-3796	Remittance Address: Blackboard Inc. PO Box 200154 Pittsburgh, PA 15251-0154
Federal Tax ID # 40 Phone: +1-800-424-9299 Email: BillingOps_Learn@blackboard.com	
Customer PO # _____ General Notes	Order Date _____

*In the event of any inconsistencies between this Order Form and the current Agreement, on the one hand, and any purchase order or other similar document, on the other hand, this Order Form and the current Agreement shall control.

*The License Fee is based on Customer's eligibility for any set Discount. If Customer ceases to be eligible for the Discount, the License Fee will be adjusted and the additional License Fee will be payable as of the date the Customer no longer qualifies for the Discount. For an Unlimited User Site License, Customer must submit the annual enrollment and a FTE report with the order form.

*Additional Authorized Users may be added in blocks of 250 users per block at any time during the License Term. The additional License Fee for one block of additional Authorized Users is 250 times the per user license rate of the then current annual license. On each anniversary date, a User Account License can be increased to a user license level at the price then currently available.

*Customer agrees to take the necessary action to permit Blackboard to initiate Application and IT System Services within 30 days of the Effective Date and to schedule education services under this Order Form so that all education will be completed no later than 120 days after the Effective Date.

*Customer may increase the number of Blackboard Administrators by notice given to Blackboard effective upon payment by Customer of the then-applicable Administrator fees.

Services Maintenance Terms

If Customer wishes to renew the Blackboard maintenance then the following terms apply:

Blackboard requires an annual subscription-based maintenance program for consulting projects involving customizations to the ANGEL Learning Management System. Maintenance program, customizations will be reviewed and updated as needed with each monthly ANGEL update and ANGEL version upgrade to address any bugs or defects within the scope of the customization. Additionally, any bugs or defects within the scope of the customization will be addressed under the Maintenance program. The maintenance program will not provide support related to the following:

- Improper usage of the Product including but not limited to:
 - Database files removed from the Product
 - Modification of the customization
 - Prohibited usage
- Improper installation and configuration of the operating system components
- Improper hardware configuration for the size of the deployment
- Non-Supported 3rd party tools used with Product (except those where a support partnership exists)

Payment Terms

1. All dollars (\$) are in United States currency.
2. Upon receipt of the PO, your authorization key will be shipped promptly.
3. **Initial and subsequent payments are due as specified by the payment schedule.**
4. **Annual License Payments are due on the anniversary date.**
5. **REMIT TO:** Blackboard Inc., PO Box 200154, Pittsburgh, PA 15251-0154
6. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Tax Exemption Certificate must be returned with this Order Form.

GLOBAL CAMPUS PURCHASE REQUEST

Title: Requisition for final year of Angel

Description: Eric needs us to provide a requisition so we can purchase the final year of Angel.
Attached are the documents from Blackboard regarding this.

Notes:

Created by:	Coons, Christopher	PR# E	1001554
Created on:	7/21/2014		
Date needed:			
Ship to:			

DESCRIPTION SPLIT (\$ or %)

\$	%	Func.	SubF.	Prog.	Bdgt.	Proj.	Obj.	SubObj.
----	---	-------	-------	-------	-------	-------	------	---------

EDIT	ITEM	PART/STOCK#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<input type="checkbox"/>	1			ea.			\$0.00
						Subtotal	\$0.00
						Shipping	
			Please fill in appropriate tax (7.8 %)	\$0.00
						Total	\$0.00

VENDOR CONTACT INFO

Name:

Contact:

Address:

Phone:

City State Zip:

Fax:

Email:

Website:

Please select a purchaser to complete the purchase.

Coons, Christopher

Manager

Budget Authority



Blackboard

READ THESE TERMS CAREFULLY BEFORE INSTALLING OR ACCESSING THE BLACKBOARD™ SOFTWARE/EQUIPMENT/SERVICES. BY INSTALLING OR USING THE BLACKBOARD SOFTWARE/EQUIPMENT/SERVICES, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS READ THE TERMS ASSOCIATED WITH THIS LICENSE AGREEMENT, THAT IT UNDERSTANDS SUCH TERMS, AND IT, ITS EMPLOYEES AND AGENTS WILL BE BOUND BY ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS ASSOCIATED WITH THIS LICENSE AGREEMENT, PLEASE DO NOT INSTALL OR USE BLACKBOARD™ SOFTWARE/EQUIPMENT/SERVICES

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Washington State University ("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 dated June 29, 2007 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.

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 or Service Description	Initial Term Fees
		Year 1 5/29/2015- 5/28/2016
1	Blackboard Open Education - Addendum	\$ 0.00
TOTALS:		\$ 0.00

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 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: May 29, 2015.

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. 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 Effective Date 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. All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/open-education.aspx> shall be incorporated herein.

Thompson, Leslie

From: Coons, Christopher Jonathan
Sent: Monday, May 11, 2015 8:00 AM
To: Thompson, Leslie
Subject: FW: MOOCs
Attachments: Washington State University - Learn HED - Open Ed Clickwrap OF - 05.07.15.pdf

Hi Leslie,

Blackboard has a platform that we are able to use for MOOCs as part of our existing contract. It sounds like we don't need to sign anything to get started but I assume that using the platform binds us to their terms and wanted to share this with you. We are working with Kelly to set up some courses that would use this.

Christopher

From: David Jero [mailto:David.Jero@blackboard.com]
Sent: Friday, May 8, 2015 4:26 PM
To: Coons, Christopher Jonathan; Ali Ganjalizadeh
Subject: RE: MOOCs

Hi Christopher,

It turns out that no signature is required. Here is a copy of the terms for your records.

Thanks. Please let us know if you have any questions and have a great weekend!

David Jero
Strategic Account Executive
North America Higher Education
Blackboard, Inc
P/925-705-5525
F/202-318-2619
david.jero@Blackboard.com

From: Coons, Christopher Jonathan [mailto:coonsc@wsu.edu]
Sent: Friday, May 08, 2015 4:09 PM
To: Ali Ganjalizadeh; David Jero
Subject: RE: MOOCs

Thanks Ali!

Does this mean that I will not receive the electronic contract to sign or is that part still to come?

Christopher

From: Ali Ganjalizadeh [mailto:Ali.Ganjalizadeh@blackboard.com]
Sent: Friday, May 8, 2015 10:08 AM

To: Coons, Christopher Jonathan; David Jero
Subject: RE: MOOCs

Hi Christopher,

I just wanted to let you know that everything has been processed and I just sent you the Sys Admin invite. It should be in your inbox momentarily. Here are some useful links as you become familiar with the platform.

- General "Get Started" page for Admins - http://help.blackboard.com/en-us/Open_Education_powered_by_Blackboard/Administrator/010_Get_Started
- How to invite other Admins - http://help.blackboard.com/en-us/Open_Education_powered_by_Blackboard/Administrator/030_Invite_Administrators
- How to Create Courses and invite instructors - http://help.blackboard.com/en-us/Open_Education_powered_by_Blackboard/Administrator/Create_Courses
- Institution Details Page - http://help.blackboard.com/en-us/Open_Education_powered_by_Blackboard/Administrator/040_Institutional_Details_Page

Once you're at the course-level, if you need any "how to" assistance you can just refer to the regular Blackboard Learn Help documentation - http://help.blackboard.com/en-us/Learn/9.1_2014_04

Let me know if you have any further questions or concerns.

Regards,

Ali

Ali Ganjalizadeh
Product Manager

Blackboard Product Management
P: 202.303.9073

From: Coons, Christopher Jonathan [<mailto:coonsc@wsu.edu>]
Sent: Thursday, May 07, 2015 10:46 PM
To: David Jero
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Sounds great, thanks! Will we receive that tomorrow (Friday)?

Christopher

From: David Jero [<mailto:David.Jero@blackboard.com>]
Sent: Thursday, May 7, 2015 5:39 PM
To: Coons, Christopher Jonathan
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi Christopher,

You should receive an electronic contract to sign (DocuSign) for \$0. once you sign electronically, you will then receive a form to complete that once completed, will create an account for WSU and give you system access.

Thanks,

David Jero
Strategic Account Executive
North America Higher Education
Blackboard, Inc
P/925-705-5525
F/202-318-2619
david.jero@Blackboard.com

From: Coons, Christopher Jonathan [mailto:coonsc@wsu.edu]
Sent: Wednesday, May 06, 2015 9:16 AM
To: David Jero
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi David,

I recognize that you said this will take a few days but would like to ask for an update to ensure that progress is being made on this. Can you let me know where we are on it?

Thanks,
Christopher

From: David Jero [mailto:David.Jero@blackboard.com]
Sent: Tuesday, May 5, 2015 11:32 AM
To: Coons, Christopher Jonathan
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi Christopher,

I will request a \$0 contract be created and sent to you for electronic signature this week. I thought we had sent you one last fall, but it appears we didn't. Once you sign, you should be ready to go.

It will take a few days for our Contracts group to pull this together, but we should be able to get this completed this week.

Thanks,

David Jero
Strategic Account Executive
North America Higher Education
Blackboard, Inc
P/925-705-5525
F/202-318-2619
david.jero@Blackboard.com

From: Coons, Christopher Jonathan [mailto:coonsc@wsu.edu]
Sent: Tuesday, May 05, 2015 9:38 AM
To: David Jero
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi David,

The note I was referring to was from 10/14 and was after we had gotten together to talk. I was under the impression that you were doing some paperwork and would be getting back to me.

As of right now, what would our next steps be to get started?

Christopher

From: David Jero [mailto:David.Jero@blackboard.com]
Sent: Tuesday, May 5, 2015 9:32 AM
To: Coons, Christopher Jonathan
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi Christopher,

I believe we had a call with Ali Ganjalizadeh last October to discuss MOOC's. Please let me know if you want to get started with this platform. I have included some info I included in an email from October:

Please let me and Ali know if you have any questions.

Thanks,
David

-----Original Appointment-----

From: David Jero
Sent: Friday, October 10, 2014 1:32 PM
To: David Jero; Ali Ganjalizadeh; Coons, Christopher (coonsc@wsu.edu)
Subject: MOOC discussion with WSU
When: Tuesday, October 14, 2014 9:00 AM-10:00 AM (UTC-08:00) Pacific Time (US & Canada).
Where: Conference bridge - 866-290-9533 passcode - **41** and Collaborate link below

Hi Christopher,

Ali Ganjalizadeh is the Product Manager for our Open Education Platform, and looks forward to discussing ways we can help with your MOOC offerings at WSU.

I have attached some info below that you can review prior to our call this coming Tuesday 10/14 at 9am PDT. Please use the conference bridge above and the Collaborate link listed below:

Conference bridge - 866-290-9533 passcode - **41**
<http://goo.gl/HkMZci>

- Open Education Powered by Blackboard Help Page: http://help.blackboard.com/en-us/Open_Education_powered_by_Blackboard
 - This also has a “Getting Started guide” and other valuable links
- Support Bulletin Announcement: https://blackboard.secure.force.com/btbb_articleview?id=kA070000000PG0p
- Terms of Use: <https://openeducation.blackboard.com/tou>

Thanks,

David Jero
925-705-5525

David Jero
Strategic Account Executive
North America Higher Education
Blackboard, Inc
P/925-705-5525
F/202-318-2619
david.jero@Blackboard.com

From: Coons, Christopher Jonathan [<mailto:coonsc@wsu.edu>]
Sent: Friday, May 01, 2015 4:36 PM
To: David Jero
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi David,

Can you refresh my memory on where we are with this conversation? This was brought back up to me recently and I don't recall if we had any further conversation beyond this note.

Christopher

From: David Jero [<mailto:David.Jero@blackboard.com>]
Sent: Tuesday, October 14, 2014 3:12 PM
To: Coons, Christopher
Cc: Ali Ganjalizadeh
Subject: RE: MOOCs

Hi Christopher,

I have included Ali's contact info below and he is copied on this email:

Ali Ganjalizadeh
Product Manager

Blackboard Product Management

David Jero
Strategic Account Executive
North America Higher Education
Blackboard, Inc
P/925-705-5525
F/202-318-2619
david.jero@Blackboard.com

From: Coons, Christopher [mailto:coonsc@wsu.edu]

Sent: Tuesday, October 14, 2014 9:33 AM

To: David Jero

Subject: MOOCs

Thanks again for the time today to walk through the open education platform. I don't see Ali's contact info in the calendar item. Can you send that to me so we have it in case we come up with any other questions while you are working on getting the paperwork part started?

Christopher Coons

Director of Educational Logistics and Technology
WSU Global Campus
Washington State University
PO Box 645220
Pullman, WA 99164-5520
509-335-8588

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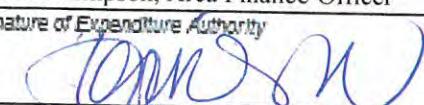
Washington State University

DEPARTMENTAL REQUISITION

Send original to Purchasing Office; Mail Code 1020.

DEPARTMENT WSU Global Campus		MAIL CODE 5210	DEPT. FAX NO. 335-0945				
DATE 8/10/2015	DEPT NUMBER 6900	REQUISITION NUMBER BCO066					
Enter an Alternative Delivery Location for delivery to a site other than the default location for the Department Number shown above.							
ALTERNATIVE DELIVERY LOCATION							
DEPARTMENTAL CONTACT Brian Oldroyd		TELEPHONE 335-9176	DELIVERY NEEDED BY				
TECHNICAL CONTACT Christopher Coons		TELEPHONE 335-8588	ENCUMBRANCE REQUIRED BY				
Fund	Subf	Prog	Budget	Project	Object	Sub	Distr (% or \$)
148	01		4328	0005			

DO NOT WRITE IN THIS BLOCK			
VENDOR NO.		PURCHASE ORDER NO.	
DELIVERY			
AUTHORITY	PLACEMENT	F.O.B.	
PRICE SOURCE	QUOTE DATE	FREIGHT	
WSU BID NO.		PAYMENT TERMS	
VENDOR QUOTE NO.		SOLE SOURCE	
SPFC APPROVAL		BUDGET APPROVAL	

EXPENDITURE AUTHORIZATION	
NAME AND TITLE OF EXPENDITURE AUTHORITY (TYPE OR PRINT)	
Leslie Thompson, Area Finance Officer	
Signature of Expenditure Authority	
X	

ITEM NO	ITEM – List Catalog Number and Complete Description Double Space Between Items	QUANT	UNIT	UNIT PRICE	AMOUNT
1	Blackboard Renewal - 8/22/2015 - 8/21/2016 - Total See documents attached for details Ref. F728681	1		380579.70	380579.70

VENDOR NAMES, ADDRESSES, FAX AND TELEPHONE NUMBERS
(Include Vendor Number if known.)

DEPARTMENT PRICE SOURCE

PREVIOUS PO NO.

Example: catalog, previous order, telephone, written estimate, (if previous order or catalog add number and date. If written, attach copy of quotation.)

1. Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001-3796
2. Olivia Herbert
Fax : (202) 318-2619
Phone: (615) 761-5721
- 3.

THIS IS NOT AN INVOICE, DO NOT PAY



Blackboard

Blackboard Inc.
650 Massachusetts Ave., NW
6th Floor
Washington DC 20001
USA

Phone: (202) 463-4860 X2721
Fax : (202) 318-2619
Federal ID # **40**

Send Purchase Order to

Blackboard Finance Operations
650 Massachusetts Avenue NW, 6th Floor
Washington, DC 20001 USA
Fax: (202) 318-2619
FinanceOps@blackboard.com

Unless otherwise notified, invoice will be sent to the address below.

Client Contact Information

Washington State University
PO Box 641025
Pullman WA 99164-1025
USA

Client ID: 300102

Renewal Notice Date: August 05, 2015

The renewal pricing listed below is based on your contract with Blackboard and is provided to facilitate generation of purchase orders for your upcoming renewal item. The amounts listed below **do not** include applicable taxes, which will be assessed and included at the time of invoice.

Renewal ID: Bb-113500

<u>Qty</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	Bb Collaborate Web Conferencing 25001-50000 (FTE)	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.	08/22/2015	08/21/2016	35,456.29
1	GOLD HOSTING	Blackboard Gold Hosting	08/22/2015	08/21/2016	66,086.59
1	HOSTED TEST ENVIRONMENT	Blackboard Managed Hosting Test Environment	08/22/2015	08/21/2016	7,569.39
1	HOSTED STAGING ENVIRONMENT	Blackboard Managed Hosting Staging Environment	08/22/2015	08/21/2016	20,075.33
1	CONTENT MANAGEMENT HOSTING	Blackboard Managed Hosting for Content Management	08/22/2015	08/21/2016	0.00
1	ADDL HOSTING SERVICE UNIT	Blackboard Managed Hosting Additional Service Unit	08/22/2015	08/21/2016	25,444.79

<u>Qty</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	HOSTING ADDL STORAGE 500GB	Blackboard Managed Hosting Storage 500GB	08/22/2015	08/21/2016	18,250.30
1	CONTENT MANAGEMENT	Blackboard Content Management	08/22/2015	08/21/2016	71,000.46
1	CONTENT MANAGEMENT TEST	Blackboard Content Management	08/22/2015	08/21/2016	0.00
1	COURSE DELIVERY TEST	Blackboard Course Delivery Test	08/22/2015	08/21/2016	0.00
1	COMMUNITY ENGAGEMENT	Blackboard Community Engagement	08/22/2015	08/21/2016	46,154.77
1	COMMUNITY ENGAGEMENT TEST	Blackboard Community Engagement Test	08/22/2015	08/21/2016	0.00
1	COURSE DELIVERY	Blackboard Course Delivery	08/22/2015	08/21/2016	65,941.78
1	COURSE DELIVERY DEVELOPER	Blackboard Course Delivery Developer	08/22/2015	08/21/2016	0.00
1	OL TRN MAT PKG CRSE DELIV FEE	Online Training Materials Package for Course Delivery -Maintenance Fee	08/22/2015	08/21/2016	2,500.00
1	F2F TRN MAT PKG CRSE DELIV FEE	F2F Training Materials Package for Course Delivery -Maintenance Fee	08/22/2015	08/21/2016	2,000.00
1	ICM CUSTOM DEVEL	ICM For Custom Development	08/22/2015	08/21/2016	13,600.00
1	TRN MAT PKG CONTENT MGMT FEE	Training Materials Package for Content Management -Maintenance Fee	08/22/2015	08/21/2016	2,000.00
1	STU ORIENTATION CRSE DELIV FEE	Student Orientation Course Delivery - Maintenance Fee	08/22/2015	08/21/2016	4,500.00
1	MOBILE LEARN	Blackboard Mobile Learn	08/22/2015	08/21/2016	0.00

Renewal Amount (USD)

380,579.70

VENDOR COPY

10485714

07/21/14

WASHINGTON STATE UNIVERSITY

DIVISION OF PURCHASING

PULLMAN, WA 99164-1020

TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

SHIP TO:

PO#: F728681
 WASHINGTON STATE UNIVERSITY
 CENTRAL RECEIVING
 100 DAIRY ROAD
 PULLMAN, WA 99164-1120

(PO# MUST APPEAR ON SHIPPING LABEL)

BILL TO:

PO#: F728681
 WASHINGTON STATE UNIVERSITY
 ACCOUNTS PAYABLE
 PO BOX 641025
 PULLMAN, WA 99164-1025

(PO# MUST APPEAR ON INVOICE)

BLACKBOARD INC
 650 MASSACHUSETTS AVE NW 6TH FLR
 WASHINGTON, DC 20001-3796

QUOTATION	10193518HC 08/08/14
PAYMENT TERMS	NET 30
F.O.B.	Destination
FREIGHT PAYMENT TERMS	Prepaid and Allowed

DELIVERY REQUIRED BY 08/18/14

WSU PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS, INVOICES AND CORRESPONDENCE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	7F				
	REFERENCE: V18 (08/14/2015) BLACKBOARD QUOTE # 10-193518 HC V17 (08/08/2014) EXHIBIT A GSA CONTRACT # GS-35F-0554M (INCORPORATED BY REFERENCE) DATA SECURITY & CONFIDENTIALITY EXHIBIT B IN THE EVENT OF CONFLICT BETWEEN TERMS/CONDITIONS, THE FOLLOWING ORDER OF PRECEDENCE SHALL PREVAIL: <ol style="list-style-type: none"> 1. BLACKBOARD QUOTE NUMBER 10-193518 HC V17 (08/08/2014) 2. GSA CONTRACT NUMBER: GS-35F-0554M 3. DATA SECURITY & CONFIDENTIALITY EXHIBIT B *NOTWITHSTANDING THE LANGUAGE IN THE GSA CONTRACT, THE PARTIES HEREBY AGREE THAT THE ABOVE ORDER OF PRECEDENCE SHALL APPLY AND PREVAIL IN THE EVENT OF A CONFLICT*				
	NOTE: BLACKBOARD IS HEREBY NOTIFIED THAT IT MUST OBTAIN WSU'S WRITTEN PERMISSION IN ORDER TO USE ITS LOGO AND/OR TRADEMARKS. THE WSU NAME MAY BE USED IN A LIST OF CLIENTS NO MORE PROMINENTLY DISPLAYED THAN ANY OTHER CLIENT.				
	TRAVEL EXPENSES: ANY REQUIRED TRAVEL SHALL BE APPROVED BY WSU AND ONLY IF WSU REQUESTS BLACKBOARD CONDUCT ANY SERVICES ON SITE IN PULLMAN, WA. TRAVEL SHALL BE ARRANGED AND PAID VIA A SEPARATE MECHANISM AND SHALL ONLY BE REIMBURSED AT THE STATE PER DIEM RATES (FED PER DIEMS) WITH ANY REQUIRED AIR TRAVEL AT COACH ONLY. ITEMIZED DOCUMENTATION SHALL BE REQUIRED FOR ANY REIMBURSABLE TRAVEL EXPENSES.				
1	SIN# 132-32 BLACKBOARD COURSE DELIVERY(GSA)CUSTOM FTE TERM 8/8/2014 - 8/7/2015 GSA LIST: \$140,984.51 DISCOUNT: (\$140,984.51)	1	YEAR		
2	SIN# 132-32 BLACKBOARD COMMUNITY ENGAGEMENT (GSA)	1	YEAR		

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07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 08/18/14

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CUSTOM FTE TERM 8/8/2014 - 8/7/2015 GSA LIST: \$98,679.59 DISCOUNT: (\$98,679.59)				
3	SIN# 132-32 BLACKBOARD CONTENT MANAGEMENT (GSA) CUSTOM FTE TERM 8/8/2014 - 8/7/2015 GSA LIST: \$151,800.83 DISCOUNT: (\$151,800.83)	1	YEAR		
4	SIN#132-32 BLACKBOARD LEARN FOR ACADEMIC COLLABORATION TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
5	SIN# 132-32 BLACKBOARD COURSE DELIVERY TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
6	SIN#132-32 BLACKBOARD COMMUNITY ENGAGEMENT TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
7	SIN#132-32 BLACKBOARD CONTENT MANAGEMENT TEST (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR		
8	SIN#132-32 BLACKBOARD GOLD HOSTING (GSA) 20,000 ACTIVE USERS, 250 GB, 2.5 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$108,633.69 DISCOUNT: (\$108,633.69)	1	YEAR		
9	SIN#132-32 BLACKBOARD MANAGED HOSTING FOR CONTENT MANAGEMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$25,172.39 DISCOUNT: (\$25,172.39)	1	YEAR		
10	SIN#132-32 BLACKBOARD MANAGED HOSTING STAGING ENVIRONMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$33,000 DISCOUNT: (\$13,000)	1	YEAR	20000.00	20,000.00
11	SIN#132-32 BLACKBOARD MANAGED HOSTING TEST ENVIRONMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$12,442.63 DISCOUNT: (\$12,442.63)	1	YEAR		
12	SIN#132-32 BLACKBOARD MANAGED HOSTING STORAGE 500GB (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$30,000 DISCOUNT: (\$30,000)	1	YEAR		
13	SIN#132-32 BLACKBOARD MANAGED HOSTING ADDITIONAL SERVICE UNIT (GSA) ADD 10,000 ACTIVE USERS, 100 GB, 1 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,826.36 DISCOUNT: (\$41,826.36)	1	YEAR		
14	SIN#132-32 BLACKBOARD MANAGED HOSTING ADDITIONAL	1	YEAR		

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07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 08/18/14

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SERVICE UNIT (GSA) ADD 10,000 ACTIVE USERS, 100 GB, 1 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,826.36 DISCOUNT: (\$41,826.36)				
15	SIN#132-32 BLACKBOARD MANAGED HOSTING ADDITIONAL SERVICE UNIT (GSA) ADD 10,000 ACTIVE USERS, 100 GB, 1 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,826.36 DISCOUNT: (\$41,826.36)	1	YEAR		
16	SIN#132-32 BLACKBOARD GOLD HOSTING SETUP (GSA) 20,000 ACTIVE USERS, 250 GB, 2.5 MBPS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$41,849.32 DISCOUNT: (\$41,849.32)	1	YEAR		
17	SIN#132-32 BLACKBOARD MANAGED HOSTING SETUP FOR CONTENT MANAGEMENT (GSA) TERM 8/8/2014 - 8/7/2015 GSA LIST: \$15,409.71 DISCOUNT: (\$15,409.71)	1	YEAR		
18	SIN#132-32 BLACKBOARD MANAGED HOSTING STAGING ENVIRONMENT SETUP (GSA) ONE-TIME GSA LIST: \$5,000 DISCOUNT: (\$5,000)	1	EA		
19	SIN#132-32 BLACKBOARD MANAGED HOSTING TEST ENVIRONMENT SETUP (GSA) ONE-TIME GSA LIST: \$957.13 DISCOUNT: (\$957.13)	1	EA		
20	OPEN MARKET BLACKBOARD MOBILE LEARN 25,001- 50,000 FTE	1	EA		
21	OPEN MARKET ACADEMIC COLLABORATION STANDARD IMPLEMENTATION ONE TIME	1	EA	60000.00	60,000.00
22	SIN#132-50 STUDENT ORIENTATION COURSE DELIVERY MORE THAN 6,000 USERS TERM 8/8/2014 - 8/7/2015 GSA LIST: \$12,442.63 DISCOUNT: (\$12,442.63)	1	YEAR		
23	SIN#132-50 COURSE DELIVERY TRAINING MATERIALS BUNDLE (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR	11198.36	11,198.36
24	SIN#132-50 CONTENT MANAGEMENT TRAINING MATERIALS (GSA) TERM 8/8/2014 - 8/7/2015	1	YEAR	4785.63	4,785.63
25	SIN#132-51 CUSTOM DEVELOPMENT ONE-TIME	1	EA	54441.27	54,441.27
26	SIN#132-51 ICM FOR CUSTOM DEVELOPMENT ONE-TIME	1	EA	13600.00	13,600.00
27	OPEN MARKET BLACKBOARD COLLABORATE WEB CONFERENCING	1	YEAR	41591.23	41,591.23

VENDOR COPY
10485714
07/21/14

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F728681

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 08/18/14

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	BLACKBOARD CURRENTLY OFFERS WITH THE SALE AND RENEWAL OF THIS PRODUCT, 50 GB OF STORAGE FOR STANDARD RECORDINGS AND PRE-LOAD STORAGE, 50 GB OF STORAGE FOR MP4 RECORDING CONVERSION, AND 10,000 ANNUAL MP4 VIEWS/DOWNLOADS. 25,001 - 50,000 TERM 7/1/2014 - 6/30/2015				
	--- ORDER TOTAL ---				205,616.49

PAGE 004

BY Eric M. Rogers
ERIC MICHAEL ROGERS
Director Purchasing Services

PAOP04-0610



Blackboard

650 Massachusetts Ave, NW 6th Floor
Washington DC 20001-3796

August 14, 2014

Washington State University
PO Box 641025
Pullman WA 99164

RE: BLACKBOARD QUOTE# 10-193518_HC v18 (08/14/2014)
GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
650 Massachusetts Ave, NW 6th Floor
Washington DC 20001-3796

DUNS Number: [REDACTED] 40
Tax ID Number: [REDACTED] 40
CAGE Number: [REDACTED] 40
GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 866-874-9586

Prices valid thru August 31, 2014

*If you have any questions concerning this proposal, please contact David Jero at 925-705-5525.
Please direct all contracting related questions to Hannah Cummings at 202-463-4860 ext.2727.*

To Whom It May Concern:

By copy of this correspondence, Blackboard Inc. does hereby certify that it is the sole manufacturer of the Blackboard Learn™ software. Additionally, Blackboard certifies it is the sole provider of the Blackboard Technical Support Services, Blackboard Managed Hosting Services, Blackboard Professional Services, Blackboard Collaborate, Blackboard Student Services, Blackboard Mobile, and the sole provider of Blackboard Training Services for the Blackboard software. Furthermore, the Blackboard software and associated services cannot be obtained at a lower price than is offered directly by Blackboard. Additionally Blackboard Inc. certifies that it is the sole provider of the Blackboard/Hobsons bundle, and this product cannot be obtained at a lower price than is offered directly by Blackboard.

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-463-4860 ext. 2282. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Tess Frazier
Vice President - Contracts
Blackboard Inc.

Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

Initial Term:

SIN #	Product or Service Description	Term	GSA List	Discount	Net Price
132-32	Blackboard Course Delivery [GSA] Custom FTE	8/8/2014 – 8/7/2015	\$140,984.51	(\$140,984.51)	\$0.00
132-32	Blackboard Community Engagement [GSA] Custom FTE	8/8/2014 – 8/7/2015	\$98,679.59	(\$98,679.59)	\$0.00
132-32	Blackboard Content Management [GSA] Custom FTE	8/8/2014 – 8/7/2015	\$151,800.83	(\$151,800.83)	\$0.00
132-32	Blackboard Learn for Academic Collaboration Test GSA	8/8/2014 – 8/7/2015	\$0.00	\$0.00	\$0.00
132-32	Blackboard Course Delivery Test GSA	8/8/2014 – 8/7/2015	\$0.00	\$0.00	\$0.00
132-32	Blackboard Community Engagement Test GSA	8/8/2014 – 8/7/2015	\$0.00	\$0.00	\$0.00
132-32	Blackboard Content Management Test GSA	8/8/2014 – 8/7/2015	\$0.00	\$0.00	\$0.00
132-32	Blackboard Gold Hosting [GSA] 20,000 active users, 250 GB, 2.5 mbps	8/8/2014 – 8/7/2015	\$108,633.69	(\$108,633.69)	\$0.00
132-32	Blackboard Managed Hosting for Content Management GSA	8/8/2014 – 8/7/2015	\$25,172.39	(\$25,172.39)	\$0.00
132-32	Blackboard Managed Hosting Staging Environment GSA	8/8/2014 – 8/7/2015	\$33,000.00	(\$13,000.00)	\$20,000.00
132-32	Blackboard Managed Hosting Test Environment GSA	8/8/2014 – 8/7/2015	\$12,442.63	(\$12,442.63)	\$0.00
132-32	Blackboard Managed Hosting Storage 500GB GSA	8/8/2014 – 8/7/2015	\$30,000.00	(\$30,000.00)	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2014 – 8/7/2015	\$41,826.36	(\$41,826.36)	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2014 – 8/7/2015	\$41,826.36	(\$41,826.36)	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2014 – 8/7/2015	\$41,826.36	(\$41,826.36)	\$0.00
132-32	Blackboard Gold Hosting Setup [GSA] 20,000 active users, 250 GB, 2.5 mbps	8/8/2014 – 8/7/2015	\$41,849.32	(\$41,849.32)	\$0.00
132-32	Blackboard Managed Hosting Setup for Content Management GSA	8/8/2014 – 8/7/2015	\$15,409.71	(\$15,409.71)	\$0.00
132-32	Blackboard Managed Hosting Staging Environment Setup GSA	One-Time	\$5,000.00	(\$5,000.00)	\$0.00
132-32	Blackboard Managed Hosting Test Environment Setup GSA	One-Time	\$957.13	(\$957.13)	\$0.00
Open Market	Blackboard Mobile Learn 25,001 - 50,000 FTE		-	-	\$0.00
Open Market	Academic Collaboration Standard Implementation	One-Time	-	-	\$60,000.00
132-50	Student Orientation Course Delivery More than 6,000 users	8/8/2014 – 8/7/2015	\$12,442.63	(\$12,442.63)	\$0.00
132-50	Course Delivery Training Materials Bundle GSA	8/8/2014 – 8/7/2015	\$11,198.36	\$0.00	\$11,198.36
132-50	Content Management Training Materials GSA	8/8/2014 – 8/7/2015	\$4,785.63	\$0.00	\$4,785.63
132-51	Custom Development	One-Time	-	-	\$54,441.27
132-51	ICM For Custom Development	One-Time	-	-	\$13,600.00
Open Market	Blackboard Collaborate Web Conferencing 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. 25001-50000	7/1/2014 – 8/7/2015	-	-	\$41,591.23
Year 1 Total:					\$205,616.49

Option Year 1:

SIN #	Product or Service Description	Term Dates	Net Price
132-32	Blackboard Course Delivery [GSA] Custom FTE	8/8/2015 – 8/7/2016	\$65,941.78
132-32	Blackboard Community Engagement [GSA] Custom FTE	8/8/2015 – 8/7/2016	\$46,154.77
132-32	Blackboard Content Management [GSA] Custom FTE	8/8/2015 – 8/7/2016	\$71,000.46
132-32	Blackboard Learn for Academic Collaboration Test GSA	8/8/2015 – 8/7/2016	\$0.00
132-32	Blackboard Course Delivery Test GSA	8/8/2015 – 8/7/2016	\$0.00
132-32	Blackboard Community Engagement Test GSA	8/8/2015 – 8/7/2016	\$0.00
132-32	Blackboard Content Management Test GSA	8/8/2015 – 8/7/2016	\$0.00
132-32	Blackboard Gold Hosting [GSA] 20,000 active users, 250 GB, 2.5 mbps	8/8/2015 – 8/7/2016	\$66,086.59
132-32	Blackboard Managed Hosting for Content Management GSA	8/8/2015 – 8/7/2016	\$0.00
132-32	Blackboard Managed Hosting Staging Environment GSA	8/8/2015 – 8/7/2016	\$20,075.33
132-32	Blackboard Managed Hosting Test Environment GSA	8/8/2015 – 8/7/2016	\$7,569.39
132-32	Blackboard Managed Hosting Storage 500GB GSA	8/8/2015 – 8/7/2016	\$18,250.30
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2015 – 8/7/2016	\$25,444.79
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2015 – 8/7/2016	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2015 – 8/7/2016	\$0.00
Open Market	Blackboard Mobile Learn 25,001 - 50,000 FTE	8/8/2015 – 8/7/2016	\$0.00
Open Market	Student Orientation Course Delivery - Maintenance Fee open market	8/8/2015 – 8/7/2016	\$4,500.00
Open Market	Course Delivery Face-to-Face Training Materials - Maintenance Fee open market	8/8/2015 – 8/7/2016	\$2,000.00
Open Market	Course Delivery Online Training Materials - Maintenance Fee open market	8/8/2015 – 8/7/2016	\$2,500.00
Open Market	Content Management Training Materials -Maintenance Fee open market	8/8/2015 – 8/7/2016	\$2,000.00
132-51	ICM For Custom Development	8/8/2015 – 8/7/2016	\$13,600.00
Open Market	Blackboard Collaborate Web Conferencing 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. 25001-50000	8/8/2015 – 8/7/2016	\$35,456.29

Option Year 1 Total: \$380,579.70

Option Year 2:

SIN #	Product or Service Description	Term Dates	Net Price
132-32	Blackboard Course Delivery [GSA] Custom FTE	8/8/2016 – 8/7/2017	\$67,260.61
132-32	Blackboard Community Engagement [GSA] Custom FTE	8/8/2016 – 8/7/2017	\$47,077.86
132-32	Blackboard Content Management [GSA] Custom FTE	8/8/2016 – 8/7/2017	\$72,420.45
132-32	Blackboard Learn for Academic Collaboration Test GSA	8/8/2016 – 8/7/2017	\$0.00
132-32	Blackboard Course Delivery Test GSA	8/8/2016 – 8/7/2017	\$0.00
132-32	Blackboard Community Engagement Test GSA	8/8/2016 – 8/7/2017	\$0.00
132-32	Blackboard Content Management Test GSA	8/8/2016 – 8/7/2017	\$0.00
132-32	Blackboard Gold Hosting [GSA] 20,000 active users, 250 GB, 2.5 mbps	8/8/2016 – 8/7/2017	\$66,925.02
132-32	Blackboard Managed Hosting for Content Management GSA	8/8/2016 – 8/7/2017	\$0.00
132-32	Blackboard Managed Hosting Staging Environment GSA	8/8/2016 – 8/7/2017	\$20,333.03
132-32	Blackboard Managed Hosting Test Environment GSA	8/8/2016 – 8/7/2017	\$7,665.42
132-32	Blackboard Managed Hosting Storage 500GB GSA	8/8/2016 – 8/7/2017	\$18,481.84
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2016 – 8/7/2017	\$25,767.61
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2016 – 8/7/2017	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2016 – 8/7/2017	\$0.00
Open Market	Blackboard Mobile Learn 25,001 - 50,000 FTE	8/8/2016 – 8/7/2017	\$0.00
Open Market	Student Orientation Course Delivery - Maintenance Fee open market	8/8/2016 – 8/7/2017	\$4,500.00
Open Market	Course Delivery Face-to-Face Training Materials - Maintenance Fee open market	8/8/2016 – 8/7/2017	\$2,000.00
Open Market	Course Delivery Online Training Materials - Maintenance Fee open market	8/8/2016 – 8/7/2017	\$2,500.00
Open Market	Content Management Training Materials -Maintenance Fee open market	8/8/2016 – 8/7/2017	\$2,000.00
132-51	ICM For Custom Development	8/8/2016 – 8/7/2017	\$13,600.00

Open Market	Blackboard Collaborate Web Conferencing 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. 25001-50000	8/8/2016 – 8/7/2017	\$36,519.98
Option Year 2 Total: \$387,051.82			

Option Year 3:

SIN #	Product or Service Description	Term Dates	Net Price
132-32	Blackboard Course Delivery [GSA] Custom FTE	8/8/2017 – 8/7/2018	\$67,933.22
132-32	Blackboard Community Engagement [GSA] Custom FTE	8/8/2017 – 8/7/2018	\$47,548.64
132-32	Blackboard Content Management [GSA] Custom FTE	8/8/2017 – 8/7/2018	\$73,144.66
132-32	Blackboard Learn for Academic Collaboration Test GSA	8/8/2017 – 8/7/2018	\$0.00
132-32	Blackboard Course Delivery Test GSA	8/8/2017 – 8/7/2018	\$0.00
132-32	Blackboard Community Engagement Test GSA	8/8/2017 – 8/7/2018	\$0.00
132-32	Blackboard Content Management Test GSA	8/8/2017 – 8/7/2018	\$0.00
132-32	Blackboard Gold Hosting [GSA] 20,000 active users, 250 GB, 2.5 mbps	8/8/2017 – 8/7/2018	\$67,352.63
132-32	Blackboard Managed Hosting for Content Management GSA	8/8/2017 – 8/7/2018	\$0.00
132-32	Blackboard Managed Hosting Staging Environment GSA	8/8/2017 – 8/7/2018	\$20,459.92
132-32	Blackboard Managed Hosting Test Environment GSA	8/8/2017 – 8/7/2018	\$7,714.40
132-32	Blackboard Managed Hosting Storage 500GB GSA	8/8/2017 – 8/7/2018	\$18,599.93
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2017 – 8/7/2018	\$25,932.24
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2017 – 8/7/2018	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2017 – 8/7/2018	\$0.00
Open Market	Blackboard Mobile Learn 25,001 - 50,000 FTE	8/8/2017 – 8/7/2018	\$0.00
Open Market	Student Orientation Course Delivery - Maintenance Fee open market	8/8/2017 – 8/7/2018	\$4,500.00
Open Market	Course Delivery Face-to-Face Training Materials - Maintenance Fee open market	8/8/2017 – 8/7/2018	\$2,000.00
Open Market	Course Delivery Online Training Materials - Maintenance Fee open market	8/8/2017 – 8/7/2018	\$2,500.00
Open Market	Content Management Training Materials -Maintenance Fee open market	8/8/2017 – 8/7/2018	\$2,000.00
132-51	ICM For Custom Development	8/8/2017 – 8/7/2018	\$13,600.00
Open Market	Blackboard Collaborate Web Conferencing 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. 25001-50000	8/8/2017 – 8/7/2018	\$36,885.18
Option Year 3 Total: \$390,170.82			

Option Year 4:

SIN #	Product or Service Description	Term Dates	Net Price
132-32	Blackboard Course Delivery [GSA] Custom FTE	8/8/2018 – 8/7/2019	\$68,612.55
132-32	Blackboard Community Engagement [GSA] Custom FTE	8/8/2018 – 8/7/2019	\$48,024.13
132-32	Blackboard Content Management [GSA] Custom FTE	8/8/2018 – 8/7/2019	\$73,876.11
132-32	Blackboard Learn for Academic Collaboration Test GSA	8/8/2018 – 8/7/2019	\$0.00
132-32	Blackboard Course Delivery Test GSA	8/8/2018 – 8/7/2019	\$0.00
132-32	Blackboard Community Engagement Test GSA	8/8/2018 – 8/7/2019	\$0.00
132-32	Blackboard Content Management Test GSA	8/8/2018 – 8/7/2019	\$0.00
132-32	Blackboard Gold Hosting [GSA] 20,000 active users, 250 GB, 2.5 mbps	8/8/2018 – 8/7/2019	\$67,784.51
132-32	Blackboard Managed Hosting for Content Management GSA	8/8/2018 – 8/7/2019	\$0.00
132-32	Blackboard Managed Hosting Staging Environment GSA	8/8/2018 – 8/7/2019	\$20,591.12
132-32	Blackboard Managed Hosting Test Environment GSA	8/8/2018 – 8/7/2019	\$7,763.87
132-32	Blackboard Managed Hosting Storage 500GB GSA	8/8/2018 – 8/7/2019	\$18,719.20
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2018 – 8/7/2019	\$29,098.53
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2018 – 8/7/2019	\$0.00
132-32	Blackboard Managed Hosting Additional Service Unit [GSA] add 10,000 active users, 100 GB, 1 Mpbs	8/8/2018 – 8/7/2019	\$0.00
Open Market	Blackboard Mobile Learn 25,001 - 50,000 FTE	8/8/2018 – 8/7/2019	\$0.00
Open Market	Student Orientation Course Delivery - Maintenance Fee open market	8/8/2018 – 8/7/2019	\$4,500.00

Open Market	Course Delivery Face-to-Face Training Materials - Maintenance Fee open market	8/8/2018 – 8/7/2019	\$2,000.00
Open Market	Course Delivery Online Training Materials - Maintenance Fee open market	8/8/2018 – 8/7/2019	\$2,500.00
Open Market	Content Management Training Materials -Maintenance Fee open market	8/8/2018 – 8/7/2019	\$2,000.00
132-51	ICM For Custom Development	8/8/2018 – 8/7/2019	\$13,600.00
Open Market	Blackboard Collaborate Web Conferencing 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. 25001-50000	8/8/2018 – 8/7/2019	\$37,254.03
Option Year 4 Total:			\$396,324.05

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term "open market item(s)" next to any above indicated items.
- Reference Blackboard GSA Schedule# **GS-35F-0554M**
- Reference and attach this quote.

Quote Details

Notes:

1. Discounts for Blackboard Software Products and Services listed above are applicable for the Custom users outlined in this Quote and SOW.
2. Net pricing for Blackboard Products and Services listed above applies only for the term specified.
3. Blackboard Products listed above are billed annually in advance.
4. Blackboard Services are invoiced as described in the attached Statement of Work.
5. Blackboard ICM is invoiced annually upon activation.
6. Travel Expenses are billed after delivery, and only the actual fees will be invoiced.
7. Blackboard Managed Hosting:
 - Annual Fee for each solution includes service for up to **50,000 Active Users** and **755 GB** of storage and **6 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.
 - "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.
8. The terms and conditions set forth, for the Open Market Items listed above, and as amended below, shall be incorporated herein:
 - <http://agreements.blackboard.com/bbinc/collaborateschedule.aspx>,
 - Section 6.1 of the Blackboard Collaborate Schedule, entitled Necessary Consents, shall be modified as follows:

6.1 Necessary Consents. Where ASP Services are specified in the Order Form, Customer acknowledges and agrees that the ASP Services are provided via the Internet and that Customer and its Authorized End Users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Notwithstanding the foregoing, the ASP Service shall not be transferred to another datacenter without mutual written consent of Blackboard and Customer. Blackboard will store or process such information only in countries with data protection laws at least as stringent as those in the United States. Customer is solely responsible for obtaining and maintaining any necessary consents or permissions from its Authorized End Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any Customer Content or any communications involving the use of the ASP Services or Software and agrees to obtain and maintain all such consents or permissions throughout the term of this Agreement. If Customer or any Authorized End User resides in the European Union, upon registration Customer or such Authorized End User will be indicating its explicit consent that the personal information it provided may be transferred and stored in countries outside the EU, including

the United States. If Customer or such Authorized End User fails to provide such consent, Customer or such Authorized End User will not be permitted to access the Services for which registration is required. Personal information shall only be used in accordance with Blackboard's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Center.aspx>.

- <http://agreements.blackboard.com/bbinc/licenseschedule.aspx>
- Section 4 of the Blackboard License Schedule, entitled Audit, shall be modified as follows:
 4. **AUDIT**
For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense, to audit Customer's use of the Software upon not less than fifteen (15) days' advance notice. Any such audit shall be during Customer's normal business hours and shall not be made more frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, Blackboard may conduct such audits on a quarterly basis until such audits confirm that the relevant breach has been cured. The cost of any such audit shall be borne by Blackboard unless the audit reveals that Customer has underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case Customer shall, in addition, reimburse to Blackboard the reasonable costs of conducting the audit.
- 9. Washington State University is an existing hosted ANGEL Customer and the purpose of this "quote" is to allow Customer to operate one production copy of the Blackboard Learn Software (version 9.x) concurrently with one production copy of the ANGEL Software for no additional charge subject to the terms of the Agreement. After the Initial Term, if Customer wishes to continue to operate the Software with both concurrent copies in production, the then-current pricing for an annual parallel license and hosting shall apply.
- 10. It is understood and agreed by the Parties for the purposes of this Agreement, that Customer is receiving an unlimited user Site License for the Software purchased hereunder to be utilized by Washington State University programs only (i.e. Urban campuses, main campus, professional education and certificate programs run by WSU). The Managed Hosting service remains capped at the thresholds currently listed in Blackboard's GSA contract and limited to 50,000 Active Users.
- 11. In the event the customer exceeds their number of Users, storage, or bandwidth in the Blackboard Managed Hosting environment, then the additional fees shall be as follows for the Initial Period and option years outlined herein:

To be added at time of renewal, as needed, go forward		
Additional 7,500 Active Users		\$47,000
Discount		\$24,500
		\$22,500
Additional 5 Mbps		\$12,000
Discount		\$9,000
		\$3,000
Additional Storage 1 TB		\$39,000
Discount		\$29,500
		\$9,500

- 12. It is understood and agreed that the pricing for the option years, if any, shall be as quoted above or at the current GSA price at the time of the option, whichever is lower, .

**EXHIBIT TO
GENERAL SERVICES ADMINISTRATION
CONTRACT NUMBER GS-35F-0554M**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Washington State University ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer. The work described below is intended to be performed on a fixed price basis.

This Statement of Work (SOW) is an attachment to General Services Administration Schedule Contract Number GS-35F-0554M ("GSA") between Blackboard and the General Services Administration, and Customer agrees that the GSA Schedule is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Engagement Summary

Washington State University ("Customer", "WSU") is currently in the process of upgrading their learning environment from Angel to Learn 9.1. This will include the use of Course Delivery, Content Management, and Community Engagement. Customer has requested that Blackboard provide Customer with consultants (each a "Consultant") to perform certain services in connection with such project.

2 Overview of Customer / Technical Environment

Customer will be moving to managed hosting for their Learn implementation.

3 Scope of Services

Based on discussions with the customer and our derived understanding, Blackboard will deliver the following Services:

3.1 Project Management

The Blackboard Project Management team facilitates communication within Blackboard and with Customer related to this engagement. This team also coordinates Blackboard's activities for this engagement. The goal of the Project Management team is that project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting and resource management.

3.2 Academic Collaboration Standard Engagement Program

The objective of the Standard Engagement Program is to assist institutions with the configuration and initial implementation of the Blackboard Learn Academic Collaboration suite of products. This program will provide Customers with consulting, training, planning, configuration guidance, and suggested effective practices and instructions on some of the tools/ features for the Blackboard Learn Course Delivery, Community Engagement, and Content Management modules.

More specifically, through a series of remote workshops, onsite and online training this program will include:

- Preliminary self-paced training to familiarize key project team members with the end user environment
- Four days of onsite project and implementation planning with a Blackboard Consultant
- A complement of three facilitated, online administrative courses to familiarize system administrators with the core GUI administrative functions of the Course Delivery, Community Engagement, and Content Management modules
- A series of five module configuration and review workshops to guide the Customer through key configuration decisions of each module. (2 hours each)
- Up to four additional elective workshops (2 hours in duration), chosen from the following elective menu

- SIS Integration Framework Overview covering:
 - The location of the SIS Integration Framework in the administrative panel
 - The out-of-the-box capabilities of the framework
 - Key Customer requirements
 - Overview of the SIS Integration Framework Mentoring Service
- Term Administration/Data Policy Design
 - Discuss best practices in managing courses and users from term to term
 - Discuss Customer's current data retention policy and provide mentoring and best practices
 - Discuss Customer's plan for growth and incorporate that into overall data discussion
- xpLor Product Overview
- LMS Equivalency Mentoring
 - Discuss common functionality between Blackboard Learn and Angel
 - Discuss core tool equivalencies addressing the most common "How do I accomplish this Blackboard Learn" questions.
- A concluding general Question and Answer session to review the implementation and discuss any refinements needed (2 hours in duration)
- Thirty hours of prototype development and consulting
- Eight days of onsite Academic Collaboration Administration and Essentials training
- Includes 40 hours of overall project management.

Artifacts

- Detailed, phased Project and Implementation Plan
- Course Delivery Configuration Guide
- Content Management Configuration Guide
- Community Configuration Guide
- Pre-questionnaire for onsite training
- Onsite agenda for Academic Collaboration Administration and Essentials

Requirements

- Project is carried out over 18 weeks from kick-off date
- Timely response from the Customer project leadership with regard to scheduling workshops and onsite sessions
- Pre-installation of production and test environments for all Blackboard Learn Academic Collaboration modules
- Access to Blackboard System Administrator during onsite activities to resolve issues, if they arise.
- Creation of users and courses as requested by trainer prior to onsite training

3.3 Grade Extract to PeopleSoft

Customer has approached Blackboard Consulting to design, develop, and implement a solution that will enable instructors to transfer grades to PeopleSoft. The Building Block will enable instructor to extract either mid-term and final grades by initially clicking on a button in the grade center.

Artifacts:

- Building Block
- Deployment and Usage Guide
- Requirement Document

Customer Requirements / Assumptions:

- All work can be done remotely
- All work on PeopleSoft to be carried out by the Customer
- All services will be delivered in the English language
- Detailed requirements will be developed at project initiation to validate initial scope and estimate.

3.4 Maintenance Services

The Integration Customization & Maintenance ("ICM") service provides customers with Blackboard Consulting assistance to maintain customizations and integrations are compatible with upgrades. This service will be provided for the following named consulting projects:

- Grade Extract to PeopleSoft

More specifically, ICM services will provide the following:

- Facilitated Blackboard Consulting support and development assistance for named consulting projects through the application/installation of Updates, Upgrades, Service Packs and "hot fixes" of Blackboard Academic Suite™ and Blackboard Learn™
- Downloadable Solution(s) – maintain the Blackboard developed Downloadable Solution(s) within the scope of the original solution.
- If hosted by Blackboard, continued operation of named consulting projects in the event of a hardware failover or in conjunction with Managed Hosting upgrades and underlying infrastructure changes, excluding Oracle RAC configurations (Managed Hosting Customers only).

4 Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Activities and Responsibilities
Project Director	Executive oversight and quality assurance
Project Manager	Responsible for management of project tasks, schedule, and resources
Functional Consultant(s)	Facilitating and gathering business rules to aid in system configuration along with the facilitation or onsite and online courses
QA Analyst	Responsible for quality assurance of the deliverable.
Architect	Owns the delivery of the solution from a technical standpoint and is accountable for the overall quality of the end product. The architect works closely with the project manager to coordinate the implementation, testing and delivery of the solution.
Developer	Responsible for the implementation of the solution.

5 Customer Responsibilities

Blackboard's Consulting model assumes active participation from the Customer team. Customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to execute required tasks. This includes a Customer representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related project costs, as well as ensuring the necessary Customer project personnel, resources, etc. are available to complete the project(s).

6 Professional Fees, Expenses and Terms

Customer will pay the fees set forth under the Services Pricing section below in connection with the Services performed under this SOW. All fees are non-cancelable and non-refundable. The Services Pricing section below specifies which method of billing will apply.

6.1 Firm-Fixed Price Basis

If Blackboard and Customer have agreed to firm-fixed price billing in the Services Pricing section below, then this Section applies.

- Customer will pay a firm-fixed price for the Services in the amounts and at the intervals set forth in the Services Pricing section.

6.2 Integration and Customization Maintenance Services Billed on a Firm-Fixed Price Basis

If Blackboard and Customer have agreed to integration and customization maintenance services to be billed on a firm-fixed price basis in the Services Pricing section below, then this Section applies.

- Integration and Customization Maintenance ("ICM") is an annual maintenance fee for the named service consulting project(s). ICM will be invoiced upon go-live of the named service consulting

project. Year 2 ICM fees will be invoiced on a prorated basis to align with the renewal date of Customer's Blackboard software license. Thereafter, ICM will automatically renew on an annual basis at Blackboard's then-current rates, unless such rates are otherwise agreed to by the parties.

6.3 Expenses related to Services

Blackboard will invoice Customer for travel costs incurred in connection with this SOW. These expenses are not included in the Services Pricing section. Blackboard will make reasonable efforts to manage travel costs without compromising project objectives.

6.4 Cancellation of On-site Training Workshops or On-Site Consulting Visits

In the event the Customer chooses to cancel a scheduled on-site training workshop or consulting visit within two (2) weeks of the scheduled event, Blackboard Consulting may invoice the Customer for the following:

- For on-site training workshops, the full price of the workshop plus any incurred travel change fees
- For on-site consulting visits, the cost of all consultant hours scheduled for the site visit plus incurred travel change fees.

7 Services Pricing

7.1 Firm-Fixed Price Services

The costs for additional services to be provided on a Firm-Fixed Price basis are detailed below:

Service Name	Product Code	Term of Service	Fees
Academic Collaboration Standard Engagement Program	AS-ACSTANDARD	18 weeks	\$60,000.00
Grade Extract to PeopleSoft	AS-CUSTDEVEL	n/a	\$54,441.27
ICM for Grade Extract to PeopleSoft	AS-ICMCUSDV	Annually	\$13,600.00
Total			\$128,041.27

7.1.1 Firm-Fixed Price Milestone/Invoicing Schedule

Service Name	Milestone	Invoice Amount
Academic Collaboration Standard Engagement Program	Contract Signature	\$60,000.00
Grade Extract to PeopleSoft	Contract Signature	\$54,441.27
ICM for Grade Extract to PeopleSoft	Upon ICM Activation	\$13,600.00

8 Project Timeline

The actual project schedule will be finalized with the Customer's project lead upon project initiation. Staffing and scheduling for project roles/positions will begin once this SOW is signed.

9 Change Control

Changes to scope, resources, staffing, or timeline may impact the pricing set forth herein. In the event a change occurs, the parties may capture and assess the impact and relevant implications through the project change control process. In this process, the parties will agree on a Project Change Request ("PCR") document. Any PCR must be approved by both an authorized representative of Customer and Blackboard.

10 General Engagement Assumptions

Blackboard's approach, timeline, team structure, and professional fees are based on the assumptions below. Variance from these assumptions will be considered a request to change the scope of services

performed under this SOW subject to the Blackboard Professional Services Schedule between Customer and Blackboard, and may affect the actual schedule and cost of the project.

- Pricing estimates outlined herein expire 30 days from date this SOW is presented to Customer.
- The services provided under this SOW are independent of any other software or services Customer may have purchased from Blackboard, and payment may not be offset or delayed in light of any such software or other services.
- Customer will provide Blackboard with access to the appropriate Customer physical and technical environments in the timeframes confirmed with the Blackboard Project Manager to the extent required for Blackboard to complete the effort outlined in this document.
- When Blackboard asks Customer to make a decision on any aspect of the project set forth herein, or to review any draft working products, Customer will respond within 5 business days.
- Quality involvement and working products from the Customer are critical to the project's completion. Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes.
- Customer is responsible for providing Customer-side subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed.
- Customer shall provide hardware and software configuration and environment(s), either managed or self-hosted, that are able to support the functional/technical services included in this SOW.
- Customer shall maintain that all interfacing systems in the environment(s) designated for functional testing will be available as needed for Blackboard to perform the Services hereunder.
- Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this SOW. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to Customer's Student Information System.
- In the event Customer chooses to cancel a scheduled consulting visit within two (2) weeks of the scheduled event and Blackboard is unable to book those resources to any other Blackboard consulting engagement, Customer will be responsible to pay the cost of all Blackboard consultant hours scheduled for the site visit plus incurred travel change fees.
- The Customer requirements that apply to the training services are set forth on Appendix A. All training services must be used within one (1) year of purchase. In the event Customer chooses to cancel a scheduled on-site training workshop within two (2) weeks of the scheduled event and Blackboard is unable to book those resources to any other Blackboard consulting engagement, Customer will be responsible to pay the full price of the workshop plus any incurred travel change fees.
- While on Customer's premises, Blackboard's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer, to the extent that such practices and procedures have been notified to Blackboard in writing in advance. Blackboard's employees and subcontractors will not be required to sign any waivers, releases or other documents relating to ownership of intellectual property or changes, modifications, amendments or waivers to any previously agreed to contract provision in order to gain access to Customer's premises in connection with the Professional Services and any such waivers, releases, or other documents shall be invalid and shall have no effect. Customer shall be responsible for all costs associated with Blackboard's compliance with Customer's security practices and procedures.

It is understood and agreed that each Party will keep the other Party's confidential information confidential. Specifically, each Party receiving confidential information agrees not to disclose such confidential information except to those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to confidential

information. Each Party receiving confidential information further agrees that it will not use such confidential information except for the purposes set forth in this Agreement. Each Party receiving confidential information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

- Blackboard's ability to respond to and resolve ICM tickets is contingent upon Customer's purchase/availability of a test environment that is comparable to Customer's production environment.

APPENDIX
INTEGRATION AND CUSTOMIZATION (ICM)

1 OVERVIEW

Blackboard Consulting offers an annual subscription-based maintenance program for each consulting project involving the integration or customization of the Blackboard Learn™ software. The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance, for named consulting projects, to support planned Blackboard upgrades or ad-hoc Customer questions.

2 ASSUMPTIONS

- ICM covers Blackboard-implemented solutions per the original scope of the project. This service will be delivered in accordance with the complete ICM support guidelines as outlined in the ICM Support Guide located here:
https://blackboard.secure.force.com/btbb_articleview?id=5017000000WXq8&homepage=true
- The following basic assumptions also apply to all ICM support agreements:
- For all upgrades, customers must have a comparable non-production environment installed with the customization. As Blackboard Consulting does not provide server hardware environments to replicate customers' solutions for development, ICM will need access to the customer's non-production environment to test and validate any required changes prior to deployment in the production environment;
- Customer will notify ICM four (4) weeks prior to any upgrade with upgrade plans;
- All software developed and provided to the Customer by Blackboard Consulting is maintained solely by Blackboard.
- ICM covers support related to planned minor releases from Blackboard such as application packs, service packs and hot fixes, as well as updates and upgrades Blackboard Learn™.

Issue types not covered by ICM include (but are not limited to) the following:

- Issues resulting from changes to the system architecture;
- Issues resulting from changes to the customer's external environments such as third party tools used for authentication, SIS systems etc.

3 INTEGRATION AND CUSTOMIZATION MAINTENANCE

- 3.1 **ICM Program.** If purchased by Customer, Blackboard may provide ICM Services as part of an annual maintenance program to support Customer's implementation, integration, and use of the Software licensed under this Schedule. All Software developed and provided to the Customer by Blackboard is maintained solely by Blackboard. ICM Services are to be provided in accordance with Blackboard's then-standard ICM policy. Blackboard will maintain ownership of the code in order to support it. The solution is given as a building block. WSU does not get the source code. The solution will be developed to meet the needs of WSU but we retain the right to re-use portions of the code base as necessary to fit needs of other Customers.
- 3.2 **Nonexclusively.** Customer acknowledges that it has no right of exclusivity as to any of the services that may be provided by Blackboard under this Agreement or this Schedule, and that Blackboard shall have the right to provide the same or similar services to third parties, and to use or otherwise exploit any Blackboard software in providing such services.
- 3.3 **Program Continuity.** If Customer purchases the ICM Services for the Initial paid term and then terminates them and Customer later desires to reinstate the ICM Services, Customer shall be required to pay the total amount of all fees that would have been due had the ICM Services continued, as well as a reinstatement fee of twenty percent (20%) of the total amount of such fees. If Customer does not select the ICM Services for the Initial Term and Customer later desires to purchase the ICM Services, Customer shall be required to pay the total amount of all fees that

would have been due had the ICM Services been purchased initially, as well as a late initiation fee of twenty percent (20%) of the total amount of such fees.

4 TERM AND TERMINATION

- 4.1 **Term** This ICM shall commence upon deployment of integration/customization into Customer's Blackboard environment and shall continue in effect for a period of one (1) year (the "Initial Term") unless earlier terminated, and may renew upon mutual written consent by the Parties for successive one (1) year periods (each, a "Renewal Term"). For convenience, the Initial Term and Renewal Term may sometimes be referred to collectively as the "Term". Any renewals shall be at Blackboard's then current pricing.
- 4.2 **Termination for Cause.** Notwithstanding the perpetual nature of the license granted to Customer for use of the Downloadable Solution, either party may terminate the ICM and the associated Downloadable Solution licenses immediately upon written notice to the other party, if the other party fails to perform any of its obligations under this Statement of Work and the Agreement and fails to remedy such breach within thirty (30) days after receipt of such written notice.
- 4.3 **Effect of Termination.** In the event of termination of the Agreement, this Statement of Work or the licenses granted hereunder for any reason, Blackboard shall immediately cease providing any ICM Services purchased by Customer. Notwithstanding the perpetual nature of the license granted to Customer for use of the Software, in the event of a termination for Customer breach, Customer shall immediately (i) discontinue all use of the Software including any modifications made during the Term, as well as Blackboard trademarks, trade names and other proprietary rights; (ii) erase or destroy the Software including any modifications made during the Term, contained in the computer memory or on a computer server under control of Customer; (iii) return to Blackboard or destroy all copies of the Software in the possession or control of Customer or its employees, contractors or other related parties; and (iv) certify in writing to Blackboard, within thirty (30) days of the termination of this Statement of Work, that Customer has complied with the foregoing. In addition to those provisions which survive termination as set forth in the Professional Services Agreement, the provisions of Sections 3.2, 3.3, and 4.3 of this Appendix shall survive the termination of this Agreement or the licenses granted hereunder.

APPENDIX
TRAINING SERVICES

The following assumptions / requirements apply to Training Services to be provided by Blackboard under this SOW.

- Blackboard, upon request of Customer, shall provide Onsite Training Services to Customer. Upon acceptance of this Agreement, Blackboard will designate a Project Manager/Coordinator to schedule training event. Events are typically scheduled 3 to 6 weeks in advance.
- Hands-on class size is restricted to a maximum of 15 Authorized End Users (as defined in the Blackboard Software License Schedule between Customer and Blackboard) to maintain an effective instructor-student ratio.
 - Extra students may require an additional materials, instructor fee, or additional days.
 - Large groups may request presentation learning instead of the hands-on classroom format.
- Training events are only for Customer's on-campus, internal use. Training events may not be video recorded.
 - a. Each onsite training workshop is structured as a hands-on/active training seminar held in a computer classroom unless otherwise agreed. To insure the best learning experience, Customers must provide:
 - i. A computer lab containing one computer for each learner. Each computer must have at least a 2 GHz processor and 1024MB of RAM and monitors capable of at least 1024x768 resolution.
 - ii. A high bandwidth Internet connection from each computer.
 - iii. Windows XP SP 2 or later installed.
 - iv. Microsoft Internet Explorer 7.x or later OR Firefox 3.5 or later installed on each computer.
 - v. Recommended software includes Microsoft Office, Adobe Acrobat Reader, Windows Media Player, QuickTime, and Flash Player.
 - vi. Java JRE 6 Update 13 or later
 - vii. A video projection device capable of 1024x768 resolution attached to a "lead" computer.
 - viii. Access to the locally installed version of Blackboard software or a Blackboard Managed Hosting installation.
- Each participant must possess basic Web navigation and file management skills, internet access, and an email address.
- Blackboard, upon request of Customer, shall provide Online Training Services to Customer. Upon acceptance of this agreement, Blackboard will designate a Project Manager/Coordinator to gather necessary enrollment information. The exact schedules for online training courses/workshops are published to the Blackboard Inc. website.
- Online training course/workshop class sizes are restricted to a maximum of 20 Authorized End Users (as defined in the Blackboard Software License Schedule between Customer and Blackboard) to maintain an effective instructor-student ratio.
- Each participant must possess basic Web navigation and file management skills, internet access, and an email address.
- Students in online training courses should expect to spend eight to fifteen hours per week reading assignments, completing exercises, and participating in Discussion Board forums. The Customer must provide the name(s) and email address(es) of each participant in advance of the course start date.

WASHINGTON STATE UNIVERSITY

DIVISION OF PURCHASING

PULLMAN, WA 99164-1020

TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F771967

SHIP TO:

PO#: F771967
 WASHINGTON STATE UNIVERSITY
 CENTRAL RECEIVING AND DELIVERY
 100 DAIRY ROAD
 PULLMAN, WA 99164-1120

(PO# MUST APPEAR ON SHIPPING LABEL)

BILL TO:

PO#: F771967
 WASHINGTON STATE UNIVERSITY
 ACCOUNTS PAYABLE
 PO BOX 641025
 PULLMAN, WA 99164-1025

(PO# MUST APPEAR ON INVOICE)

BLACKBOARD INC
 650 MASSACHUSETTS AVE NW 6TH FLR
 WASHINGTON, DC 20001-3796

QUOTATION
GSA 05/16/16
PAYMENT TERMS
NET 30
F.O.B.
Destination
FREIGHT PAYMENT TERMS
Prepaid and Allowed

DELIVERY REQUIRED BY 10/01/16

WSU PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS, INVOICES AND CORRESPONDENCE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REFERENCE: YOUR QUOTATION NO. BB-177736</p> <p>WSU DEPARTMENT: GLOBAL CAMPUS TECHNICAL CONTACT: BRIAN OLDROYD PHONE: 509-335-9176</p> <p>REFERENCE: BLACKBOARD RENEWAL QUOTE #10-238911(11/03/16): BLACKBOARD QUOTE BB-113500, PO F750971, BLACKBOARD QUOTE #10-193518 HC V18; PO F728681 (INCORPORATED BY REFERENCE) GSA CONTRACT # GS-35F-0554M (INCORPORATED BY REFERENCE) DATA SECURITY & CONFIDENTIALITY EXHIBIT B IN THE EVENT OF CONFLICT BETWEEN TERMS/CONDITIONS, THE FOLLOWING ORDER OF PRECEDENCE SHALL PREVAIL:</p> <ol style="list-style-type: none"> 1. BLACKBOARD RENEWAL QUOTE #10-238911(11/3/16) EXHIBIT A, BLACKBOARD QUOTE #BB-113500, PO 750971 AND BLACKBOARD QUOTE #10-193518 HC V18; PO F728681 (INCORPORATED BY REFERENCE) 2. GSA CONTRACT NUMBER: GS-35F-0554MXHIBIT B 3. DATA SECURITY & CONFIDENTIALITY EXHIBIT B <p>*NOTWITHSTANDING THE LANGUAGE IN THE GSA CONTRACT, THE PARTIES HEREBY AGREE THAT THE ABOVE ORDER OF PRECEDENCE SHALL APPLY AND PREVAIL IN THE EVENT OF A CONFLICT*</p> <p>NOTE: BLACKBOARD IS HEREBY NOTIFIED THAT IT MUST OBTAIN WSU'S WRITTEN PERMISSION IN ORDER TO USE ITS LOGO AND/OR S TRADEMARKS. THE WSU NAME MAY BE USED IN A LIST OF CLIENTS NO MORE PROMINENTLY DISPLAYED THAN ANY OTHER CLIENT.</p> <p>1 OPEN MARKET:::BB COLLABORATE WEB CONFERENCING - INCLUDES 50 GB OF STORAGE FOR STANDARD RECORDINGS AND PRELOAD STORAGE, 50 GB OF STORAGE FOR MP4 RECORDING CONVERSION, AND 10,000 ANNUAL MP4 VIEWS/DOWNLOADS (25,001 - 50,000 USERS)</p> <p>PRODUCT CODE: CL-WC-FTE</p>	1	EA	36519.98	36,519.98

VENDOR COPY
10485714
09/01/16

WASHINGTON STATE UNIVERSITY
DIVISION OF PURCHASING
PULLMAN, WA 99164-1020
TELEPHONE (509)335-3541 FAX (509)335-7765

PURCHASE ORDER NUMBER:

F771967

TO: BLACKBOARD INC
650 MASSACHUSETTS AVE NW 6TH FLR
WASHINGTON, DC 20001-3796

DELIVERY REQUIRED BY 10/01/16

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	132-32:::MANAGED HOSTING CONSISTING OF: -GOLD HOSTING -TEST ENVIRONMENT -STAGING ENVIRONMENT -CONTENT MANAGEMENT HOSTING -ADDITIONAL SERVICE UNIT - 30,000 USERS -ADDITIONAL STORAGE - 500GB PRODUCT CODES: AS-HST-GOLD/AS-ASPLS-PENA09 AS-HST-TEST/AS-SETASPTEST AS-HST-STG/AS-SETASPSTG AS-HST-CS/AS-ASPCS-PENA AS-HST-ADDSVU/AS-ASPLS-PENA99 AS-HST-STOR500GB/AS-ASPADST-08	1	EA	139172.92	139,172.92
3	132-32:::CONTENT MANAGEMENT (25,001 - 50,000 USERS) PRODUCT CODE: AS-CS/AS-CS-PENA06	1	EA	72420.45	72,420.45
4	132-32:::CONTENT MANAGEMENT TEST LICENSE PRODUCT CODE:AS-CS-TEST/AS-CSTEST-NA	1	EA		
5	OPEN MARKET:::MOBILE LEARN (25,001 - 50,000 USERS) PRODUCT CODE: MOB-LRN	1	EA		
6	132-32:::COURSE DELIVERY AND COMMUNITY ENGAGEMENT TEST LICENSES PRODUCT CODE:AS-CD-TEST/AS-CM-TEST/AS-LSTEST-PENA	1	EA		
7	132-32:::COMMUNITY ENGAGEMENT (25,001 - 50,000 USERS) BLACKBOARD COMMUNITY ENGAGEMENT PRODUCT CODE: AS-CM/AS-CM-PENA06	1	EA		
8	132-32:::COMMUNITY ENGAGEMENT TEST LICENSE PRODUCT CODE: AS-CM-TEST/AS-LSTESTPENA	1	EA		
9	132-32:::COURSE DELIVERY (25,001 - 50,000 USERS) PRODUCT CODE:AS-CD/AS-LS-PENA06	1	EA	67260.61	67,260.61
10	132-32:::COURSE DELIVERY DEVELOPER PRODUCT CODE: AS-CDDEV/AS-LSDEV	1	EA		
	--- ORDER TOTAL ---				315,373.96

By accepting this order, vendor agrees to the terms and conditions available at: <http://purchasing.wsu.edu/terms>

PAGE 002

Eric Rogers
Eric M. Rogers

Director

Washington State University
Purchasing Services

BY *Kerry Lou Johnson*
KERRY LOU JOHNSON
Buyer



T: 202.463.4860
F: 202.463.4863

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

November 3, 2016

Washington State University
PO Box 641025
Pullman, WA 99164
RE: BLACKBOARD QUOTE# 10-238911v2 (11-3-2016) SH
GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
1111 19th Street NW
9th Floor
Washington DC 20036

DUNS Number: [REDACTED] 40
Tax ID Number: [REDACTED] 40
CAGE Number: [REDACTED] 40
GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 866-874-9586
Prices Valid until November 30, 2016

*If you have any questions concerning this proposal, please contact Edward Norman at edward.norman@blackboard.com
Please direct all contracting related questions to Snaevar Hreinsson at 202-303-9333.*

To Whom It May Concern:

By copy of this correspondence, Blackboard Inc. does hereby certify that it is the sole manufacturer of the Blackboard Learn™ software. Additionally, Blackboard certifies it is the sole provider of Blackboard Managed Hosting Services, Blackboard Professional Services, Blackboard Collaborate, and the sole provider of Blackboard Training Services for the Blackboard software.

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

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
Blackboard Inc.

Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

Renewal Term: August 22, 2016 – August 21, 2017

SIN #	Product Code	Product Name	Renewal Term:	GSA Price	Discount	Net Price
132-32	AS-CD/AS-LS-PENA06	Course Delivery (25,001 – 50,000 users)	8/22/2016-8/21/2017	\$140,984.51	(\$73,723.90)	\$67,260.61
132-32	AS-CS/AS-CS-PENA06	Content Management (25,001 – 50,000 users)	8/22/2016-8/21/2017	\$151,800.03	(\$79,379.58)	\$72,420.45
132-32	AS-CM/AS-CM-PENA06	Community Engagement (25,001 – 50,000 users)	8/22/2016-8/21/2017	\$98,679.59	(\$98,679.59)	\$0.00
132-32	AS-CD-TEST/AS-CM-TEST/AS-LSTEST-PENA	Course Delivery and Community Engagement Test Licenses	8/22/2016-8/21/2017	\$11,389.79	(\$11,389.79)	\$0.00
132-32	AS-CS-TEST/AS-CSTEST-NA	Content Management Test License	8/22/2016-8/21/2017	\$9,284.11	(\$9,284.11)	\$0.00
132-32	AS-CM-TEST/AS-LSTESTPENA	Community Engagement Test License	8/22/2016-8/21/2017	\$11,389.79	(\$11,389.79)	\$0.00
132-32	AS-CDDEV/AS-LSDEV	Course Delivery Developer	8/22/2016-8/21/2017	\$477.61	(\$477.61)	\$0.00
132-32	*AS-HST-GOLD/AS-ASPLS-PENA09 *AS-HST-TEST/AS-SETASPTEST *AS-HST-STG/AS-SETASPSTG *AS-HST-CS/AS-ASPCSPENA *AS-HST-ADDSVU/AS-ASPLS-PENA99 *AS-HST-STOR500GB/AS-ASPADST-08	Managed Hosting consisting of: <ul style="list-style-type: none">• Gold Hosting• Test Environment• Staging Environment• Content Management Hosting• Additional Service Unit – 30,000 users• Additional Storage – 500GB	8/22/2016-8/21/2017	\$299,293.03 combined price	(\$160,120.11)	\$139,172.92
Open Market	MOB-LRN	Mobile Learn (25,001 – 50,000 users)	8/22/2016-8/21/2017	n/a	--	\$0.00
Open Market	CL-WC-FTE	Bb Collaborate Web Conferencing - includes 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 (25,001 – 50,000 users)	8/22/2016-8/21/2017	n/a	--	\$36,519.98
TOTAL						\$315,373.96

OPTION YEAR 1: August 22, 2017 – August 21, 2018

Product Name	Renewal Term:	Net Price
Course Delivery (25,001 – 50,000 users)	8/22/2017 – 8/21/2018	\$67,933.22
Community Engagement (25,001 – 50,000 users)	8/22/2017 – 8/21/2018	\$47,548.64
Content Management (25,001 – 50,000 users)	8/22/2017 – 8/21/2018	\$73,144.66
Course Delivery Test Licenses	8/22/2017 – 8/21/2018	\$0.00
Content Management Test License	8/22/2017 – 8/21/2018	\$0.00
Community Engagement Test License	8/22/2017 – 8/21/2018	\$0.00
Course Delivery Developer	8/22/2017 – 8/21/2018	\$0.00
Managed Hosting consisting of: <ul style="list-style-type: none">• Gold Hosting• Test Environment• Staging Environment• Content Management Hosting• Additional Service Unit – 10,000 users• Additional Storage – 500GB	8/22/2017 – 8/21/2018	\$140,059.12
Mobile Learn (25,001 – 50,000 users)	8/22/2017 – 8/21/2018	\$0.00
Bb Collaborate Web Conferencing - includes 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 (25,001 – 50,000 users)	8/22/2017 – 8/21/2018	\$36,885.18
Total*		\$365,570.82

OPTION YEAR 2: August 22, 2018 – August 21, 2019

Product Name	Renewal Term:	Net Price
Course Delivery (25,001 – 50,000 users)	8/22/2018 – 8/21/2019	\$68,612.55
Community Engagement (25,001 – 50,000 users)	8/22/2018 – 8/21/2019	\$48,024.13
Content Management (25,001 – 50,000 users)	8/22/2018 – 8/21/2019	\$73,876.11
Course Delivery Test Licenses	8/22/2018 – 8/21/2019	\$0.00
Content Management Test License	8/22/2018 – 8/21/2019	\$0.00
Community Engagement Test License	8/22/2018 – 8/21/2019	\$0.00
Course Delivery Developer	8/22/2018 – 8/21/2019	\$0.00
Managed Hosting consisting of:		
• Gold Hosting • Test Environment • Staging Environment • Content Management Hosting • Additional Service Unit – 10,000 users • Additional Storage – 500GB	8/22/2018 – 8/21/2019	\$143,957.23
Mobile Learn (25,001 – 50,000 users)	8/22/2018 – 8/21/2019	\$0.00
Bb Collaborate Web Conferencing - includes 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 (25,001 – 50,000 users)	8/22/2018 – 8/21/2019	\$37,254.03
Total*		\$371,724.05

**Either the pricing quoted above in the Option Years or the then-current GSA pricing will be honored, whichever is lower.*

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term “open market item(s)” next to any above indicated items.
- Reference Blackboard GSA Schedule# GS-35F-0554M
- Reference and attach this quote.

Quote Details

Notes:

1. Discounts for Blackboard software products listed above are applicable for up to 50,000 users.
2. Net pricing for Blackboard products and services listed above applies only for the term specified.
3. Blackboard products and services listed above are billed annually in advance.
4. Blackboard Managed Hosting:
 - Annual Fee for each solution includes service for up to **50,000 Active Users** and **1.1 TB** of storage and **6.5 Mbps** of bandwidth measured using the **95th percentile** calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service.
 - 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.

+ Blackboard Non-Production Test Environment per solution:

- Test environments are designed to handle twenty (20) or less concurrent users and is not to be used for Production purposes
- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment.
- Initial Term Fee includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection.
- The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure
- Non-Production Test Environment by its nature DOES NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees.

+ Blackboard Staging Environment per solution:

- Setup Fee includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
- Initial Term Fee includes **100 GB** of storage(not including production clones).
- The Staging Environment is not designed to fully replicate or clone the production environment in terms of physical infrastructure.

- Per Customer request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
- The Staging Environment is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
- The Staging Environment, when sold with the Platinum Package, is only available during major upgrade periods.
- 99.7% Availability guarantee as described in Service Level specifications in Exhibit A applies for all Staging Environments.

“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.

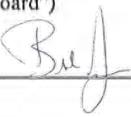
Data Restoration Policy – per restore fees are separately charged per chargeable restore incident.

5. In the event the customer exceeds their number of Users, storage, or bandwidth in the Blackboard Managed Hosting environment, Blackboard reserves the right to charge customer additional fees at then-standard applicable rates.
6. The terms and conditions set forth, for the Open Market Items listed above, and as amended below, shall be incorporated herein:
 - <http://agreements.blackboard.com/bbinc/collaborateschedule.aspx>
 - Section 6.1 of the Blackboard Collaborate Schedule, entitled Necessary Consents, shall be modified as follows:

6.1 Necessary Consents. Where ASP Services are specified in the Order Form, Customer acknowledges and agrees that the ASP Services are provided via the Internet and that Customer and its Authorized End Users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Notwithstanding the foregoing, the ASP Service shall not be transferred to another datacenter without mutual written consent of Blackboard and Customer. Blackboard will store or process such information only in countries with data protection laws at least as stringent as those in the United States. Customer is solely responsible for obtaining and maintaining any necessary consents or permissions from its Authorized End Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any Customer Content or any communications involving the use of the ASP Services or Software and agrees to obtain and maintain all such consents or permissions throughout the term of this Agreement. If Customer or any Authorized End User resides in the European Union, upon registration Customer or such Authorized End User will be indicating its explicit consent that the personal information it provided may be transferred and stored in countries outside the EU, including the United States. If Customer or such Authorized End User fails to provide such consent, Customer or such Authorized End User will not be permitted to access the Services for which registration is required. Personal information shall only be used in accordance with Blackboard's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Center.aspx>.
 - <http://agreements.blackboard.com/bbinc/licenseschedule.aspx>
 - Section 4 of the Blackboard License Schedule, entitled Audit, shall be modified as follows:

4. AUDIT
For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense, to audit Customer's use of the Software upon not less than fifteen (15) days' advance notice. Any such audit shall be during Customer's normal business hours and shall not be made more frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, Blackboard may conduct such audits on a quarterly basis until such audits confirm that the relevant breach has been cured. The cost of any such audit shall be borne by Blackboard unless the audit reveals that Customer has underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case Customer shall, in addition, reimburse to Blackboard the reasonable costs of conducting the audit.
7. This contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Customer: Washington State University
Signature 
Name (printed) Eric Rogers
Title (printed) Director, Purchasing Services
Date 11/15/16

Blackboard ("Blackboard") 
Signature
BILL JONES
Name (printed)
DEPUTY GENERAL COUNSEL
Title (printed)
November 15, 2016
Date

Recommended By: 
LESLIE THOMPSON
Title: DIRECTOR, ADMINISTRATIVE SERVICES
Date: 11/15/2016