

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER

PURCHASE ORDER # P0121756 Page 1
DATE OF PO. 11/30/11
BLANKET #

TO: @00248272

VENDOR CODE

D2L Ltd
715 St Paul Street
Baltimore MD 21202

ADDRESS CORRESPONDENCE TO

Michael Saavedra

DATE REQUIRED

11/30/11

MAIL ORIGINAL INVOICE TO:

New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000

Las Vegas, New Mexico 87701
Telephone: 505-454-3109

SHIP TO: SHOW PURCHASE ORDER NUMBER SHIP TO AND MARK ON ALL DOCUMENTS

Doris Gallegos/IT Services
NMHU - Central Receiving
1005 Diamond Avenue
Las Vegas NM 87701

ACCOUNT	F.O.B. POINT	ITEM	BUYER NAME	SHIP VIA	COMMODITY DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
12400-28000-7552-180	1		One time implementation fees	LOT		31,500.00			
12400-28000-7524-180	2		Reoccurring fees for December 2011-June 30, 2012	LOT		32,958.33			
	3	GRT		LOT		5,196.95			

IMPORTANT INSTRUCTIONS

- 1 Mail all invoices to Accounts Payable.
- 2 This Purchase Order Number must be on all invoices, Packages, Shipping Labels and Bills of Lading.
- 3 Please acknowledge order and advise shipping date.
- 4 This Purchase Order is subject to the terms and conditions on the reverse side.
- 5 Payment terms are net-30 from the date of receipt and acceptance.
- 6 Purchase of construction.

DISCOUNT: .00
ADDL CHARGES: .00
TOTAL TAXES: .00

TOTAL

69,655.28

Telephone: 505-454-3195 or 454-3240

FAX: 505-454-3109

DEPARTMENT COPY

By Michael Saavedra
THIS PURCHASE ORDER IS VALID
APPROXIMATELY ONE MONTH WITH THE WRITTEN

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

P.O. 121756

DO NOT WRITE IN BOX BELOW

SUGGESTED VENDOR:

@New Vendor

Desire2Learn

715 St. Paul Street Baltimore, MD 21202

Fax: 519-772-0324 Tele: 519-772-0325

John.Baker@Desire2Learn.com

SHIP TO:

New Mexico Highlands University

Attn: Information Technology Department

1005 Diamond Ave

Las Vegas, NM 87701

ATTN: Shay

Blanket Order Effective Dates: Nov 14, 2011 to Jun 30, 2012

Date	<u>11/30/11</u>
Terms (Net 30)	<u>Sole Source</u>
Bid/Proposal/SPD/GSA	<u>MJS</u>
Buyer Approval	

Date: Nov 14, 2011Dept. Name **Information Technology Services**User Contact **Doris Gallegos** Ext **3168**Date Wanted (REQUIRED) : Nov 16, 2011

FUND	ORG	ACCOUNT	PROGRAM	%	\$
Account 1	12400	28000	7552	180	100
Account 2	12400	28000	7524	180	100
Account 3					
Account 4					

NO.	QTY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
See Attached Master Agreement					
OPEN PO FOR FY12					
1	1		One time implementation fees	\$31,500.00	\$31,500.00
2	1		Reoccurring fees for December, 2011-June 30, 2012	\$32,958.33	\$32,958.33
3	1		GRT	\$5,196.95	\$5,196.95

RECEIVED

PLEASE FAX TO VENDOR

NOV 29 2011Purchasing Dept.FUND SUPERVISOR SIGNATURE (REQUIRED) Max Baca Total Estimated Cost **\$69,655.28**Signature Name (Typed) Max Baca

APPROVALS DATE

11/29/11

COMPLIANCE

FOOD

APPROVALS DATE

11/29/11

PRESIDENT (OVER \$30,000.)

VP FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

NEW MEXICO HIGHLANDS UNIVERSITY
PURCHASING DEPARTMENT

SOLE SOURCE/BRAND JUSTIFICATION

INSTRUCTIONS: For requisitions over \$2,500, briefly describe the items or services requested and list in detail the reasons for requesting the Sole Source designation. See attached Desire2Learn. Include substantiating data such as: companies contacted and the reason for elimination, technical data, etc. Since this is a request to depart from the mandated procedure for competition, requests without support cannot be considered. The University buyer may require additional information, and remains the final authority in the determination of a sole source acquisition.

ITEM/SERVICE DESCRIPTION:

Online Learning Management System hosted on D2L data infrastructure.

REASON(S) FOR SOLE SOURCE/BRAND:

See Faculty Sole Brand Justification

Substantiating Data:

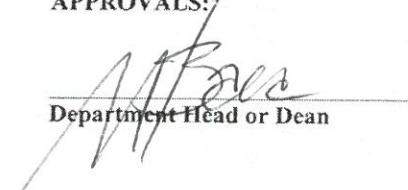
See Attached letter from Deisre2Learn

FOR THE REASONS STATED HEREIN, QWEST

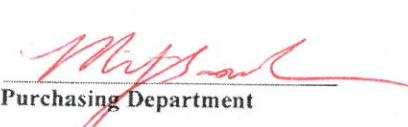
Is the only source provider for NMHU.
Please contact: John Baker with Desire2Learn at 519-772-0325

Max Baca, Director, Director of IT Services
Requestor, Name and Title

APPROVALS:



Department Head or Dean



Purchasing Department



November 23, 2011

Via e-mail

Max Baca
Director of Information Technology Services
New Mexico Highlands University,
Box 9000, Las Vegas,
NM 87701

Re: Sole Source Letter

Dear Mr. Baca:

Please accept this letter as confirmation that Desire2Learn Incorporated through its subsidiary, D2L Ltd., is the sole provider of the Desire2Learn® Learning Environment in North America. Additionally, we do not have any other distributors or resellers in North America. There is no other source for this product.

We are also offering New Mexico Highlands University unique pricing.

Please let us know if you have any additional questions.

Very truly yours,

A handwritten signature in blue ink that appears to read "Brandon Nussey".

Brandon Nussey
Chief Financial Officer
Desire2Learn Incorporated
1-519-772-0325
Brandon.Nussey@Desire2Learn.com
<http://www.Desire2Learn.com>

cc: Ryan LeClaire, Senior Enterprise Sales Executive

Saavedra, Michael J

From: Brandon Nussey [brandon.nussey@Desire2Learn.com]
Sent: Wednesday, November 30, 2011 4:43 PM
To: Saavedra, Michael J
Subject: Re: NMHU Quote

Hi Michael,

Yes, this is our best available rate for higher education. Hope this helps,

Brandon

From: Saavedra, Michael J <mjsaavedra@nmhu.edu>
To: Brandon Nussey
Sent: Wed Nov 30 18:36:01 2011
Subject: NMHU Quote

Hello,

My name is Michael Saavedra and I have been working with Max Baca to complete the procurement for the implementation of your company's system. In a letter sent to him you stated that your company is extending to NMHU "unique pricing." Can you clarify this? Is this a higher education rate or best available rate possible?

We have everything else necessary to process the purchase order so once we receive your response we will get a PO out to you immediately.

Thanks,

Michael Saavedra
Director of Purchasing
New Mexico Highlands University
Attn: Purchasing Department
PO Box 9000
Las Vegas, New Mexico 87701
phone: 505-454-3053
fax: 505-454-3109



To: Vice President for Finance and Administrative Services
Through: Max Baca, Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: November 22, 2011
Subject: Purchase Requisition Cover Memo

Justification:

One time migration from BB existing system to new Desire2Learn hosted environment, integrated with Banner and other NMHU's IT systems. Annual cost plus maintenance for D2L for FY12.

Fees and Rates Schedule

Effective Date: December 1, 2011

Term: 3 Years and 7 Months

Client: New Mexico Highlands University

Component	Measure	Fees (\$)	Due
One-time Fees:			
Learning Environment	Implementation	5,500.00	1-Dec-11
Training	3 days	7,500.00	1-Dec-11
Learning Environment (Test)	Implementation	2,500.00	1-Dec-11
Batch SIS Integration	Implementation	16,000.00	1-Dec-11
One-time Fees Total		31,500.00	1-Dec-11
Annual Fees: December 1, 2011 - June 30, 2012(7 Months)			
Learning Environment	Up to 2700 FTE @ \$9.95/FTE	15,671.25	1-Dec-11
Hosting Fee	Up to 2700 FTE @ \$5.5/FTE	8,662.50	1-Dec-11
Test Environment - Maintenance	Annual Maintenance	1,458.33	1-Dec-11
Test Environment - Hosting	Hosting	1,458.33	1-Dec-11
SIS Integration Maintenance	Annual Maintenance	1,750.00	1-Dec-11
Premium Support	1 ASC(s) / 20 Incidents per Month	3,957.92	1-Dec-11
Annual Fees Total:		32,958.33	1-Dec-11
Annual Fees: July 1, 2012 Onward			
Learning Environment	Up to 2700 FTE @ \$9.95/FTE	26,865.00	1-Jul
Hosting Fee	Up to 2700 FTE @ \$5.5/FTE	14,850.00	1-Jul
Test Environment - Maintenance	Annual Maintenance	2,500.00	1-Jul
Test Environment - Hosting	Hosting	2,500.00	1-Jul
SIS Integration Maintenance	Annual Maintenance	3,000.00	1-Jul
Premium Support	1 ASC(s) / 20 Incidents per Month	6,785.00	1-Jul
Annual Fees Total:		56,500.00	1-Jul
Annual Fees:			
Learning Environment	Up to 2700 FTE @ \$9.95/FTE	26,865.00	
Hosting Fee	Up to 2700 FTE @ \$5.5/FTE	14,850.00	
Test Environment - Maintenance	Annual Maintenance	2,500.00	
Test Environment - Hosting	Hosting	2,500.00	
SIS Integration Maintenance	Annual Maintenance	2,000.00	
Premium Support	ASC(s) / 25 Incidents per Month	6,785.00	

Annual Fees Total:		\$5,500.00	
Additional Fees & Rates			
Support Incident overage	Any incidents above the contracted amount	\$45	
Learning Environment overage	per FTE in excess of contracted amount	\$9.95/FTE	
Hosting overage	per FTE in excess of contracted amount	\$5.5/FTE	
Storage overage	Storage over 20 MB per FTE	\$0.01 per MB/Month	
Consulting Rates			
Position		Hourly Rate	
Level 3 Consultant/Architect/Manager		\$300	
Level 2 Consultant/Architect/Manager		\$215	
Level 1 Consultant		\$185	
Training			
Maximum of twelve participants or a maximum of eight participants responsible for system administration.		\$2,500	

**Support for Recommendation to Adopt Desire2Learn
Instructional Technology Committee
Faculty Senate**

October 21, 2011

Executive Summary

The Instructional Technology Committee (ITC) recommends that Highlands adopt Desire2Learn as their learning management system (LMS) by summer 2012. Blackboard is discontinuing support for Blackboard Vista, Highland's current LMS, in January 2012, thus requiring Highlands to adopt a new LMS by then.

The ITC bases this recommendation on detailed review of three alternative vendor's products (Moodle Rooms, eCollege, and Desire2Learn); a hands-on review of Blackboard 9.1; and limited review of Canvas. We recommend Desire2Learn because:

- It is an established product with strong customer support and a record of high customer satisfaction.
- It contains all the features currently used by Highlands faculty and students and also can replace or be easily integrated with third party software currently used by Highlands' faculty and students (Chalk and Wire) or being adopted by the Highlands administration (Degree Works). In addition, it contains the same functions as Lecture Capture, a software package the University is considering adopting.
- It contains additional features highly desired by Highlands' faculty and administrators, to include the ability to communicate to several classes at once; send e-mail into and out of the LMS; review and grade documents and assignments within the LMS without having to download and upload them; and integrate outcomes and other assessments at multiple levels to include academic unit and the University as a whole.
- The Desire2Learn staff has been more responsive than other vendors have to the ITC and one of its predecessors the Learning Platform Committee (LPC) members' request for information.

Introduction

In January 2010 the Faculty Senate established a committee, the LPC, to review LMSs and make recommendations for a possible replacement to Blackboard Vista. The LPC membership consisted of five faculty members and representatives from Information Technology Services (ITS) and Educational Outreach Services (EOS). At that time, there was considerable dissatisfaction with the Blackboard Vista LMS as implemented through IDEAL-NM by faculty members who were extensive users of Blackboard Vista. In addition, the State's budget was declining and there was a possibility that IDEAL-NM would lose its funding and Highlands would be required to begin purchasing its own LMS. The faculty Senate believed that if the faculty wanted to participate in any decisions to replace Blackboard Vista, they needed to be proactive and develop informed recommendations in advance.

During January and February of 2010, the LPC selected three vendors to review in detail and assigned LPC members to review each of the three potential vendors. The three the LPC selected were Moodle Rooms, eCollege, and Desire2Learn. The LPC selected these three because they were established LMS vendors. They did not believe that Highlands should attempt to adopt a LMS that did not have a proven track record.

In October 2010, Blackboard notified Highlands that they would be discontinuing support for Blackboard Vista. Max Baca, the Director of ITS, asked the LPC to recommend whether the University should move to Blackboard 9.1 or stay with Vista for another year. Two LPC members reviewed Blackboard 9.1 and recommended against a transition at that time.

In September 2011, the Faculty Senate combined the responsibilities of the LPC with the new ITC. The Senate charged the ITC with making a recommendation on which LMS Highlands should adopt in the summer of 2012. The main reason for the charge and the timing of the transition was that Blackboard notified Highlands that they would discontinue support for Vista in January 2013, thus Highlands would be required to make an LMS change by that date. Blackboard's alternative product is version 9.1. The Max Baca selected summer 2012 as a transition date to avoid making such a major transition over the Christmas break, which does not allow ITS and EOS staff time to implement such a major change.

This report presents the details and summary of the LPC's research as well as the results of some inquiries made by the ITC to potential LMS vendors. It presents the criteria the LPC used for its spring 2010 review, the evidence accumulated from that review, a summary of additional research that they performed in the fall of 2010 and fall of 2011, and a recommendation to adopt Desire2Learn in the summer of 2012.

Description of Criteria

The criteria the LPC used for its spring 2010 review included:

- Availability of key features used by Highlands' faculty members. The results of this research for the original three vendors are included in Appendix 1 - Feature Reviews.
- Each LMS's ability to support outcomes assessment. The results of this research for the original three vendors is included in Appendix 2 - Outcomes Reviews
- Each LMS's ability to replace or support existing portfolio software (Chalk and Wire) and proposed advising software (Degree Works). The results of this research are included in Appendix 3 - Ancillary Program Reviews
- Recommendations by existing users. The results of this research are included in Appendix 4 - User Recommendations.

Summary Evidence from Initial Research

Moodle Rooms

Moodle Rooms is built around Moodle, which is an open source software package. Moodle Rooms is a for-profit firm that provides support and some additional features on top of those provided by the Moodle package.

Features

Moodle Rooms contains all the features currently used by faculty. However, some of the features required the implementation of additional plug-ins and are not built into the LMS itself.

Outcomes Assessment

Moodle Rooms supports a rich variety of assessment techniques within each class and allows for some collaboration across classes. However, the results cannot be integrated across classes within the system nor can they be "rolled up" to the University level.

Integration with or Replacement of Ancillary Programs

There is a portfolio feature, but it currently is not integrated within the LMS and is an additional add-in that must be purchased for an additional price. It can be integrated with Degree Works through Banner, but some customization of the interaction between Moodle and Banner would be required.

User Satisfaction

LSU

LSU experienced conversion issues from Blackboard and have done considerable customization to their implementation requiring extensive support from their technology staff. Moodle is very flexible and configurable, but reconfiguration requires significant in-house expertise. While they are satisfied with the system, in general, they did note that Moodle Room's tech support was not quite up to the task of assisting them with their transition and customization.

Texas Tech

Texas Tech transitioned from their in-house LMS to Moodle. They stated that support for Moodle requires at least one full-time programmer as well as additional in-house support to configure and maintain.

eCollege

Features

eCollege contains all the features that faculty currently use. However, its e-mail system requires additional configuration to send e-mails into or out of the LMS and it does require that some types of documents be displayed through Elluminate and not within the LMS itself. In addition, it does not support public presentation of syllabi nor does its grade book produce statistics that are available to students.

Outcomes Assessment

eCollege's responses were a little limited in that they appeared to require further clarification to some questions the LPC considered to be very clear. eCollege does support a variety of assessment techniques, but these cannot be combined across classes nor rolled up to the University level.

Integration with or Replacement of Ancillary Programs

eCollege does not provide integration with, nor replacement for, either Chalk and Wire or Degree Works.

User Satisfaction

The version that eCollege suggested we consider had never been implemented in the US and so no US users were available to interview. They only provided European users that the LPC elected not to contact because their situations were very different from Highlands.

Desire2Learn

Features

Desire2Learn supports all the features currently used by faculty and students. In addition, it supports a fully-functioning e-mail system that can send and receive e-mails outside the LMS and it is highly configurable to allow for multiple levels of integration. For example, a faculty member can establish a level above their individual classes that allows them to communicate and share content to all their classes at once, or any subset of their classes. The same feature allows academic units and even the University to share content and communicate across multiple classes.

Outcomes Assessment

Desire2Learn supports a rich variety of assessment tools that can be limited to one class or shared across multiple classes. It also allows roll up of outcomes results to the academic and University levels.

Integration with or Replacement of Ancillary Programs

Desire2Learn contains an ePortfolio feature that duplicates the functions of Chalk and Wire and is included within the LMS. Thus, it can be used to replace Chalk and Wire. They also have partnered with Degree Works to provide tight, seamless integration with Degree Works.

User Satisfaction

An LPC representative contacted the University of Tennessee system, Montana State, and the Community College system in Colorado. The Colorado Community College system provided the LPC with a copy of the document they developed to support their LMS search and ultimate selection of Desire2Learn, which has not been included in this report due to its length.

All three users gave Desire2Learn high marks for a smooth transition from their prior LMS, to include Blackboard. They also give Desire2Learn high marks for reliability and customer support.

Summary of Follow-up Research

Blackboard 9.1

Two LPC members reviewed Blackboard 9.1 through a "sand box" provided by Blackboard in fall 2010. Both LPC members strongly recommended against moving to Blackboard 9.1 because they found the interface to be complex, unintuitive, and difficult to navigate. In addition, the "sand box" implementation provided by Blackboard contains several bugs and several features did not seem to have been implemented. In addition, the two LPC members noted that Blackboard had a poor track record of fixing bugs and providing support for Highlands over the years we have been working with Vista and were concerned that the low level of support would continue if we moved to Blackboard 9.1.

Canvas

Max Baca suggested the ITC review Canvas in fall 2011 because New Mexico State University had adopted it to replace their Blackboard implementation. One ITC member reviewed the Canvas website and contacted a Canvas representative. He recommended against further research on Canvas because:

- it was a new firm with a limited track record;
- it did not contain all the features currently used by our faculty and students; and
- they had never implemented a version of their LMS that integrates with Elluminate.

Desire2Learn

One ITC member contacted D2L in fall 2011 to update the research the LPC's did in the spring of 2010 informally. Desire2Learn representatives also came to the Highlands campus to present

their updated product to the Highlands faculty and staff. In general, Desire2Learn appears to be investing substantial resources in research and development and responds to users requests for enhancement to their product. They have added features that enhance the LMS' ability to communicate with mobile devices and have developed their own version of Lecture Capture, a software/hardware project that facilitates the recording and distribution of classroom lectures.

Recommendation

The ITC recommends that Highlands adopt Desire2Learn as its LMS by fall 2011. The primary reasons are:

- It contains all the features current faculty use and anticipate using in the near future. In addition, its adoption should allow us to replace Chalk and Wire thus saving students money and better integrating portfolio development with the LMS.
- Its user interface for both students and faculty is more intuitive and easier to navigate than the alternative systems.
- It contains features that integrate with mobile devices that will assist Highlands in keeping up with the changing technological environment in which we operate.
- Its ability to create multiple, integrated layers within the LMS will make learning outcomes reporting at various levels within the University much easier.
- Its current users give the firm high praise for responsiveness to users concerns and prompt, effective support. In addition, the firm appears to invest substantial resources in research and development to add features that users request and to keep up with changes in the technological environment.
- It is more flexible than the alternative LMS platforms and will allow Highlands' faculty and staff to expand the use of the LMS into other support areas within the University. For example, Faculty Senate Committees and the Senate itself can maintain web pages within the LMS that would be accessible by the University community.

Appendix 1 - Feature Reviews

8 MoodleRooms Power Review	
Feature	Comments
1) Communications	
a) E-mail	
i) Groups e-mail by class	Y
ii) Can send e-mail to multiple classes	Instructors can send email to all enrolled students in any one class, but not to multiple classes at the same time.
iii) Can send and receive e-mail from outside platform	There are many options (blocks) and methods to utilize email in Moodle. There are options to send mail directly to the student's external email, to which the student may then reply, without being logged into Moodle.
iv) Includes attachments	Y
v) Include sent folder	Y
vi) E-mails can be arranged in folders	Yes, and instructors can create their own file structure to organize mail.
b) Chat rooms	
i) Maintains logs	Y
ii) Can limit access to groups	Y
iii) Can display images, text, and other types of content	Y
iv) "Chat" between those logged on without room	There is an IM feature that meets this need.
c) Announcements	
i) Broadcast announcements to a class	There is a Moodle block "Latest News" for Announcements
ii) Broadcast announcements across classes	Announcement block at login page for general announcements
iii) Provide e-mail response to announcements	Yes, students can reply to Announcements
d) Discussion rooms	
i) Provide organizational options (threaded, blog)	Discussion forums can be separated into visible or invisible groups. In addition, Blog and Wikis are also available for use.
ii) Limit access by groups	Y
iii) Attach files	Yes, if allowed by the creator of the discussion.
e) Student and faculty profiles	
f) Calendar	
i) Has a calendar feature	Y
ii) Calendar can be linked to topics or assessments	Yes, there will be a calendar event created automatically for any assignment with a due date provided.
iii) Can be displayed across courses	Instructors can create course level calendar entries, system administrators can create site level entries.
g) Surveys	
i) Can create class surveys	Y
ii) Can summarize and report results of surveys	
iii) Can limit access to surveys	Y

9 Moodlerooms Power Review		
	Feature	Comments
2)	Quizzes	
a)	Import exams from Respondus and other third party software	Y
b)	Allows a variety of question and assignment types	Y
c)	Can randomize questions	Y
d)	Maintains internal question library	Yes, there is a question bank in Moodle that instructors can use.
e)	Allows for instant grading and feedback	Yes, all non-subjective (essay, long answer) questions are graded by Moodle. The feedback the student receives is up to the instructor (what the student sees upon submission).
3)	Other Assessments	
a)	Links assessment tools to grade book, which students can access	Students can see reports of their own grades and participation in Moodle, but no other assessment
b)	Reports statistics for items in grade book	Y
c)	Links assessment tools to goals, objectives, competencies	Y
d)	Includes assignment drop box	Y
e)	Allows for single or multiple downloads	Y
f)	Includes grading rubric	Not natively; the instructor must provide the rubric for students within the course.
g)	Flexible grade book construction	Y
h)	Grades can be imported/exported from a spreadsheet file	Y
4)	Content presentation	
a)	Flexible content management that allows a variety of file types	Y
b)	Allows easy import and export of content	Y
c)	Allows off-line content integration	Y
d)	Allows easy import of text publisher content	Y
e)	URL links to outside content	Y
f)	Organize content by topic (e.g., learning modules)	Yes, course content can be organized by topic, or by week.
g)	Interact with SCORM	Y
h)	Easy link to Elluminate or similar software	Yes, there is an Elluminate plugin available.
i)	Allows public presentation of syllabus and multiple methods to produce content	Y
5)	Content organization	
a)	Calendar	Y
b)	Search course content	Y
c)	Allows students to organize their own files	Typically student files are either for altering their profile in Moodle, or for uploading to forums, or drop boxes. In these cases the files are attached to the relevant area, and therefore are not stored elsewhere in Moodle.
d)	Student note taking	Currently, only instructors can make notes, however there is at least one plugin that might meet this need: http://docs.moodle.org/en/Using_Mediabird_Study_Notes
6)	Other	
a)	Prompts user before timeout	No
b)	File management tools	Yes, for instructors only.

10**eCollege Review**

Features	Comments
1) Communications	
a) E-mail	Not a hosted solution, but email reader supports POP3 and IMAP.
i) Groups e-mail by class	Yes
ii) Can send e-mail to multiple classes	Yes
iii) Can send and receive e-mail from outside platform	Yes
iv) Includes attachments	Yes
v) Include sent folder	Yes
vi) E-mails can be arranged in folders	Yes
b) Chat rooms	
i) Maintains logs	Yes - logs are maintained in the course. Only instructors can see the log. Student initiated logs from today page are not archived.
ii) Can limit access to groups	Chat in courses - no. Students in a group could be assigned to an Elluminate session and those would be limited. Elluminate sessions have chat capability.
iii) Can display images, text, and other types of content	Yes in Elluminate
iv) "Chat" between those logged on without room	Yes
c) Announcements	
i) Broadcast announcements to a class	Yes
ii) Broadcast announcements across classes	Yes
iii) Provide e-mail response to announcements	No
d) Discussion rooms	
i) Provide organizational options (threaded, blog)	Yes
ii) Limit access by groups	Yes
iii) Attach files	There are 5 different types of discussions. Students can insert links and upload all types of files.
e) Student and faculty profiles	Yes
f) Calendar	Yes
i) Has a calendar feature	Yes
ii) Calendar can be linked to topics or assessments	Yes
iii) Can be displayed across courses	Yes
g) Surveys	Yes
i) Can create class surveys	Yes
ii) Can summarize and report results of surveys	Yes

eCollege Review		
	Features	Comments
2)	Quizzes	Yes
a)	Import exams from Respondus and other third party software	Yes - supports QTI 2.0
b)	Allows a variety of question and assignment types	Yes
c)	Can randomize questions	Yes
d)	Maintains internal question library	Yes
e)	Allows for instant grading and feedback	Yes
3)	Other Assessments	
a)	Links assessment tools to grade book, which students can access	Yes - may need clarification on this item. Exams scores are viewable in gradebook. Is this what is
b)	Reports statistics for items in grade book	No - need clarification on this item.
c)	Links assessment tools to goals, objectives, competencies	Yes
d)	Includes assignment drop box	Yes
e)	Allows for single or multiple downloads	Yes
f)	Includes grading rubric	Yes - May need clarification on this item. Rubrics are linked to goals or competencies but traditional US understanding of "rubric" may be different
g)	Flexible grade book construction	No
h)	Grades can be imported/exported from a spreadsheet file	No
4)	Content presentation	
a)	Flexible content management that allows a variety of file types	Yes
b)	Allows easy import and export of content	Yes
c)	Allows off-line content integration	Need clarification on this one. User must be logged into the system to upload content.
d)	Allows easy import of text publisher content	Support SCORM 2004 - Pearson content can be integrated in the system.
e)	URL links to outside content	Yes
f)	Organize content by topic (e.g., learning modules)	Yes
g)	Interact with SCORM	Yes
h)	Easy link to Elluminate or similar software	Yes - Integrated with Elluminate
i)	Allows public presentation of syllabus and multiple methods to produce	No public presentation of syllabus. Need clarification on the methods they'd like to use for production.
5)	Content organization	
a)	Calendar	Yes
b)	Search course content	Yes
c)	Allows students to organize their own files	Yes
d)	Student note taking	Yes
6)	Other	
a)	Prompts user before timeout	No
b)	File management tools	Yes

Desire 2 Learn Review		
Feature	Comments	Desire2Learn Remarks
1) Communications		
a) E-mail		
i) Groups e-mail by class	Yes	
ii) Can send e-mail to multiple classes	Yes	
iii) Can send and receive e-mail from outside	Yes. Messages can be managed from outside the system	
iv) Includes attachments		Yes. Emails can have attachments.
v) Include sent folder	Yes	
vi) E-mails can be arranged in folders	Yes	
b) Chat rooms		
i) Maintains logs	Yes	
ii) Can limit access to groups	General or personal, no subgroups	Can be accomplished through LiveRoom or Elluminate
iii) Can display images, text, and other types of	No	Can be accomplished through LiveRoom or Elluminate
iv) "Chat" between those logged on without room	Yes, but through pager feature	
c) Announcements		
i) Broadcast announcements to a class	Yes (News feature)	Yes (Create announcement at the My Home area or at department level)
ii) Broadcast announcements across classes		Yes (Create a link to an email address within the
iii) Provide e-mail response to announcements		
d) Discussion rooms		
i) Provide organizational options (threaded, blog)	Threaded and blog formats	
ii) Limit access by groups		Yes, group discussions can be created once groups are created.
iii) Attach files	Yes	
e) Student and faculty profiles	Yes, and can be managed across courses	
f) Calendar		
i) Has a calendar feature	Yes	
ii) Calendar can be linked to topics or assessments	Yes	
iii) Can be displayed across courses		Yes, at levels above the course level in the org unit (My Home, for example)
g) Surveys		
i) Can create class surveys	Yes	
ii) Can summarize and report results of surveys	Yes	
iii) Can limit access to surveys	Yes	
2) Quizzes		
a) Import exams from Respondus and other third party software	Yes, Respondus, Basic Course, or prespecified text format	Also, IMS QTI standard (helpful for publisher quiz content).
b) Allows a variety of question and assignment types	Yes (Various M/S, T/F, Short/long answer, fill in, ordering, matching, equations)	
c) Can randomize questions	Yes	
d) Maintains internal question library	Yes	
e) Allows for instant grading and feedback	Yes	
3) Other Assessments		
a) Links assessment tools to grade book, which students can access	Yes	
b) Reports statistics for items in grade book	Yes	
c) Links assessment tools to goals, objectives, competencies	Yes. Has an extensive structure to specify and evaluate outcomes assessments	
d) Includes assignment drop box	Yes	
e) Allows for single or multiple downloads	Yes	
f) Includes grading rubric	Yes	
g) Flexible grade book construction	Grade books set up from scratch with the help of a wizard, no default items that can't be removed. Allows for weighting, points assignment, grade calculation.	
h) Grades can be imported/exported from a spreadsheet file	Yes	

13		Feature	Desire 2 Learn Review	Desire2Learn Remarks
		Comments		
4)	Content presentation			
a)	Flexible content management that allows a variety of file types		Yes, any type of file (including MS Access) can be uploaded into the Content area, with the exception of executable files.	
b)	Allows easy import and export of content		Yes, through the File Manager; also import and export to the Learning Repository for easy storing, tagging, sharing, and retrieval.	
c)	Allows off-line content integration		D2L Note: Please explain in more detail what is required here and a response can be provided.	
d)	Allows easy import of text publisher content		Yes, Desire2Learn is a member of the IMS Committee and our product accepts publisher content in IMS format, as well as the new standard: Common Course Cartridges.	
e)	URL links to outside content		Yes, through the inline, embedded HTML editor and the QuickLink tool in the editor's tool bar.	
f)	Organize content by topic (e.g., learning modules)		Yes.	
g)	Interact with SCORM	Yes		
h)	Easy link to Elluminate or similar software		Yes, Elluminate is a Desire2Learn partner and a seamless integration exists.	
i)	Allows public presentation of syllabus and multiple methods to produce one		D2L Note: Further clarification is needed in order to fully respond.	
5)	Content organization			
a)	Calendar		Yes, a calendar tool exists at each level within the organizational structure.	
b)	Search course content		Yes.	
c)	Allows students to organize their own files		Yes, students have a Locker; additionally students could use the optional ePortfolio product.	
d)	Student note taking		Yes, students have access to the Journal tool.	
6)	Other			
a)	Prompts user before timeout	Yes	Timeout limits can be customized and set in the DOME.	
b)	File management tools	Yes, through locker feature. User can organize files within or across classes.	Robust file management for content is available through the File Manager and the Learning Repository.	
c)	Compatibility with Elluminate	Yes, they have a partnership agreement		
d)	Compatibility with Banner	Yes, they have a partnership agreement		
e)	Blackboard files are portable	Yes, Blackboard materials can be ported seamlessly		
7)	Performance			
a)	Speed adequate	Current users indicate that the speed, with the exception of a brief period during the first semester, was fine. D2L staff responded quickly to address the problem.		
b)	Minimal down time	Both references indicated that downtime was minimal, less than 1% or 2% and most of the downtime was due to factors outside of D2L's control		
c)	Adequate vendor support	Both references praised D2L's support as being excellent and highly responsive to users.		
d)	Ease of use	Both references praised D2L's ease of use. Both were former users of either Blackboard or WebCt and characterized ease of use as a 100% improvement. One additional factor that contributes to D2L's ease of use is that they do not use Java.		

14		Blackboard 9.1 Review	
	Feature		Comments
1)	Communications		
a)	E-mail	:Delivered	
i)	Groups e-mail by class	:Delivered	
ii)	Can send e-mail to multiple classes	:Delivered	
iii)	Can send and receive e-mail from outside platform		The ability to send is a standard delivered feature; receiving can be achieved by integration with the outside email source
iv)	Includes attachments	:Delivered	
v)	Include sent folder	:Delivered	
vi)	E-mails can be arranged in folders	:Delivered	
b)	Chat rooms	:Delivered	
i)	Maintains logs	:Delivered	
ii)	Can limit access to groups	:Delivered	
iii)	Can display images, text, and other types of content	:Delivered	yes , through Blackboard Collaborate - Wimba
iv)	"Chat" between those logged on without room		Pronto Basic, a free plugin directly within the Bb
c)	Announcements	:Delivered	
i)	Broadcast announcements to a class	:Delivered	
ii)	Broadcast announcements across classes	:Delivered	
iii)	Provide e-mail response to announcements		yes, assuming you want to incorporate an email with any announcement as a notification
d)	Discussion rooms	:Delivered	
i)	Provide organizational options (threaded, blog)	:Delivered	
ii)	Limit access by groups	:Delivered	
iii)	Attach files	:Delivered	
e)	Student and faculty profiles	:Delivered	
f)	Calendar	:Delivered	
i)	Has a calendar feature	:Delivered	
ii)	Calendar can be linked to topics or assessments		yes, although linking to assessments requires manual creation
iii)	Can be displayed across courses	:Delivered	
g)	Surveys	:Delivered	
i)	Can create class surveys	:Delivered	
ii)	Can summarize and report results of surveys		yes, raw data can also be downloaded
iii)	Can limit access to surveys	:Delivered	
2)	Quizzes	:Delivered	
a)	Import exams from Respondus and other third party software		yes, and can include lock-down browser functionality through Respondus as well
b)	Allows a variety of question and assignment types	:Delivered	
c)	Can randomize questions	:Delivered	
d)	Maintains internal question library	:Delivered	
e)	Allows for instant grading and feedback		:Delivered

15 Blackboard 9.1 Review		
	Feature	Comments
3)	Other Assessments	:Delivered
a)	Links assessment tools to grade book, which students can access	:Delivered
b)	Reports statistics for items in grade book	:Delivered
c)	Links assessment tools to goals, objectives, competencies	:yes, with the Outcomes assessment module
d)	Includes assignment drop box	:yes, and allows assignments to be downloaded in
e)	Allows for single or multiple downloads	:Delivered
f)	Includes grading rubric	:yes, although inclusion of scores directly on the rubric is currently being developed. Scorable rubrics are planned for summer 2011
g)	Flexible grade book construction	:yes, with many auto-generated columns linked directly to assessments and collaboration activities
h)	Grades can be imported/exported from a spreadsheet file	:Delivered
4)	Content presentation	:Delivered
a)	Flexible content management that allows a variety of file types	:Delivered
b)	Allows easy import and export of content	:yes, including drag and drop & the upload of multiple files at once
c)	Allows off-line content integration	:Delivered
d)	Allows easy import of text publisher content	:yes, Blackboard offers simple course cartridge integration with more than 8,000 available courses from publishers including Pearson, Prentice-Hall, Thomson, Cengage, and McGraw Hill. Blackboard also offers productized integration directly with McGraw-Hill Connect, and bookstore providers like Barnes & Noble & eFollett
e)	URL links to outside content	:Delivered
f)	Organize content by topic (e.g., learning modules)	:Delivered
g)	Interact with SCORM	:yes. Common Cartridge is also supported.
h)	Easy link to Elluminate or similar software	:yes, Elluminate was acquired by Blackboard and is now called Blackboard Collaborate. Not only does Blackboard Collaborate - Elluminate easily link to Blackboard, but that integration will become more mature and seamless as the Blackboard Learn and Blackboard Collaborate products mature under single corporate leadership
i)	Allows public presentation of syllabus and multiple methods to produce	:Delivered
5)	Content organization	:Delivered
a)	Calendar	:Delivered
b)	Search course content	:Delivered
c)	Allows students to organize their own files	:Delivered
d)	Student note taking	:Delivered
6)	Other	:The range of time prior to timeout is configurable, but a prompt would require a customization.
a)	Prompts user before timeout	:Delivered
b)	File management tools	

Appendix 2 - Outcomes Reviews

Moodle Learning Outcomes Responses

1. Can students upload assignments ("artifacts") (papers, exams, PowerPoint presentations, journal entries, video, audio, other files)? Is there a maximum file size? Yes. *Students can upload any file type into a drop box or discussion forum in Moodle. The maximum file size is set by the instructor for each area. Discussion forums could be 2MB and drop box might be 4MB.*
2. Can faculty collaborate with each other on line (asynchronously is okay) to create rubrics to evaluate the assignments? *There are several ways in which faculty can collaborate online to create rubrics. A course could be created for professional development, and one discussion forum could be dedicated to rubrics. Faculty could discuss rubrics and share examples, or build a rubric together by uploading it into the forum. The Chat tool could also be used to facilitate this discussion synchronously.*
3. Can faculty view the assignments and fill out a rubric on line? (A split screen would be nice). One example of how to work with rubrics would be to use the Advanced Assignment, which is a dropbox where the instructor makes a file available for students to download. This file could be the rubric. Students upload their homework submission to the drop box, and the instructor would markup the submission, and return it via the dropbox with the rubric marked up as well. Another approach would be to place the rubric in the direction space of a discussion forum or drop box. This method doesn't force students to download the rubric, but places it in an easily accessible location. Moodle doesn't currently offer a space in which you can fill out the rubric within the interface. The above example are workarounds that would allow you to assess work consistently with a rubric.
4. Can different faculty view the same assignments? Yes, if they are both listed as faculty (instructors) of the course.
5. Can examinations be created on line? Absolutely. You can create an examination one question at a time within Moodle, or use the Question bank to pull in questions. The following question types are supported:
 - Calculated
 - Simple Calculated
 - Description
 - Essay
 - Matching
 - Embedded Answers (Cloze)
 - Multiple Choice
 - Short-Answer
 - Numerical
 - Random Short-Answer Matching
 - True/FalseIn addition, you can use Respondus to create your exams, and then import them into Moodle.
6. Can specific questions from completed examinations be cut out and pasted into an assessment area as a separate artifact (including the student's response, be it multiple guess, short answer or essay)? This would be either a custom report that would have to be built for you, or we could provide a data dump at intervals of your choosing for you to have the access to that data. Both would be a custom quote that would depend on your specific needs and intervals.
7. Can students' grades for particular assignments and particular courses be aggregated (many departments have, as outcomes, a certain percentage of students getting certain grades in a set of courses)? *Grades can not be aggregated within the system, but you can pull joule reports that would assist with this process*

8. Can assessments that aren't necessarily part of course work be administered through the LMS (e.g., a pre- and post-test in a subject area)? *You can add assessments such as a pre or post test and not have it graded or have it graded.*

9. Can academic units use the system to assign outcomes to courses and programs (curriculum mapping)? Can these be aggregated in a meaningful way? *Moodle does not currently offer automated curriculum mapping. A person must map Outcomes to Activities in Moodle. Once this is done, the connection persists when the course is copied for a new term. Through joule, we do offer site wide and course level Learner Outcome Report (focused on students and Outcomes) and the Outcome Report (focused on Outcomes used across the site). This information can then be exported into a .csv file and manipulated by Krystal reports, or other third party programs.*

10. Can multiple artifacts be associated with each outcome and multiple outcomes? *A single Activity (quiz, forum, dropbox) can be associated with multiple Outcomes, yes.*

11. Can the data generated from assessment activities be reported out by: student, course, outcome, program, groups of outcomes, method of assessment, etc.? *At the instructor level, this data can be sorted at a course and student level. At the site administrator level, this data can be sorted by the course and site wide level. I am also checking into what it would take to create a third option of program level.*

12. Can the data be downloaded easily into Excel or Access for further analysis? *Yes, any report data can be exported via .csv files.*

Can students create a session in Elluminate? *We believe that it is simply a permissions setting in Elluminate. They can create the session, in other words, if they are given permission to do so. Please double check this with Elluminate to be 100% certain!*

How difficult would it be to create joule Outcomes reports at the Program level, rather than just course or site wide?

Is there another method to make a quiz available to a single student than to reopen the whole quiz? *My initial thought after the demo was that if you have a quiz that will only be taken once, you may set the open or release date only (not the close date), and the students will take it only once, beginning on the specified time and date. The student who "missed" the original quiz will be able to enter it still, because no close date has been set. Other students who have already taken the quiz have reached the one submission, and therefore could not reenter the quiz, even without a close date.*

ASSESSMENT QUESTIONS BELOW FROM eCOLLEGE

Dr. Williams,

Here are the answers on the assessment questions. We can set up a phone call with Patrik Zackrisson, our VP of Sales who just came over from Europe, if your director of assessment would like to take a deeper dive. Thanks and let me know what next steps would be.

1. Can students upload assignments (“artifacts”) (papers, exams, PowerPoint presentations, journal entries, video, audio, other files)? Is there a maximum file size?

Yes. There are two areas students can upload files to. My Documents tool is a folder which sits in the top tool bar and is only accessible by the user. The other area is the Student folder which can be created inside a “Room”. This is where students can work collaboratively or within an individual folder that only the student and teacher have access to. Under the building settings a maximum disk space for Personal storage or disk space for a corridor or specific rooms can be set.

2. Can faculty collaborate with each other on line (asynchronously is okay) to create rubrics to evaluate the assignments?

Yes. Faculty can work together on such topics by simply manually creating a virtual room that the teachers are all enrolled into. This might be a “Staff room” or more specifically “Staff collaboration room”. This room can have specific collaboration tools which support this type of work. Within this room the “liveroom” tool can be activated so that teachers are able to access a synchronous environment if they choose.

3. Can faculty view the assignments and fill out a rubric on line? (A split screen would be nice).

The system has support for on line rubric evaluation. I do not understand this use case though and need more input.

4. Can different faculty view the same assignments?

Yes. Faculty can only view what they have access to. As a default a faculty member can only view content in the rooms they are a member of. This can be customized so that any member/group of the faculty can be given View access / Tutor / Contact creator or Administrator which will give them access to view and in higher level cases editable rights.

5. Can examinations be created on line?

Yes. Fronter has a test tool which allows a user to create and answer digital tests, choosing from a variety of different formats. Tests can be assessed manually where teachers add in comments and then assign grades. It is also possible for tests with multiple choice format to be graded automatically and results immediately passed on to the students.

6. Can specific questions from completed examinations be cut out and pasted into an assessment area as a separate artifact (including the student's response, be it multiple guess, short answer or essay)?

Yes. Within the Test tool there is a tab called Statistics. Under this option there is a choice "general" which shows the results of the group or an individual. In this area the teacher can add feedback to each submission. At this point the test with the result could be cut and paste into an assessment area as a separate artifact no matter what type of response.

7. Can students' grades for particular assignments and particular courses be aggregated (many departments have, as outcomes, a certain percentage of students getting certain grades in a set of courses)?

No.

8. Can assessments that aren't necessarily part of course work be administered through the LMS (e.g., a pre- and post-test in a subject area)?

Yes. The system has an open structure that easily expands beyond the course centric paradigm.

9. Can academic units use the system to assign outcomes to courses and programs (curriculum mapping)? Can these be aggregated in a meaningful way?

Need more input.

10. Can multiple artifacts be associated with each outcome and multiple outcomes?

Need more input.

11. Can the data generated from assessment activities be reported out by: student, course, outcome, program, groups of outcomes, method of assessment, etc.?

Yes, assessment data can be read inside each room/course. In most cases you will look in the Portfolio tool to find assessment data which can be filtered to each user, group of outcomes as well as method of assessment.

12. Can the data be downloaded easily into Excel or Access for further analysis?

All content can be downloaded to be exported, however the assessment data cannot be exported. It can be copy and pasted into Excel.

1. Can students upload assignments ("artifacts") (papers, exams, PowerPoint presentations, journal entries, video, audio, other files)? Is there a maximum file size?

Dropbox

Assignments can be uploaded to the Dropbox and instructors can review, assess, and manage student assignments from this area. The Dropbox tool enables you to submit assignments through the Learning Environment, eliminating the need to mail, fax, or email assignments. Simply upload your assignment to the appropriate folder. This folder supports submission of files such as: .doc, .docx, .rtf, .xls, .xlsx, .ppt, .pptx, .pdf, .htm, .html, .jpg, jpeg, .gif, .bmp, .png, .zip, .py, .java, .kdw, .fv, .mp3 and many more (executable files are not accepted). The maximum file size can be controlled at the admin level through the Desire2Learn Organizational Management Environment (DOME).

Individual students and groups can submit assignments to various dropboxes associated with assignments within a course. Reviewers can provide feedback, such as comments, attached audio feedback, or the edited assignments with feedback and a grade that automatically appears in the Grade Book.

The screenshot shows a web-based application titled "Folder Submissions - Case Study". At the top, there are three navigation links: "Folder List", "Edit Folder", and "Folder Submissions". Below these, a button labeled "Email Unsubmitted Users" is visible. The main area is divided into two tabs: "Users" (which is selected) and "Files". Under "Users", the section is titled "Folder Contents". It includes a "View By" dropdown set to "User" and an "Apply" button. A search bar with a "Search" button and a "Show Search Options" link is also present. The main content area displays a table of submitted files:

	Files	Submission Date	Delete
<input type="checkbox"/>	Frank Catcher	Feedback Left: Feb 28, 2008 12:16 PM Feedback Read: Feb 28, 2008 1:35 PM	
<input type="checkbox"/>	brokencells.d2lresource (192.98 KB) Campaign Brochure.d2lresource (7.12 KB)	Feb 28, 2008 12:13 PM	
<input type="checkbox"/>	Danielle Fleur	Leave Feedback	
<input type="checkbox"/>	CaseStudy_SoilSamples_DanielleFleur.doc (23.5 KB)	Jun 24, 2008 10:41 AM	

Dropbox Folder

You can set up separate dropbox folders for individual assignments and restrict access to the folders by date and time, group membership, or special access permissions. Once assignments are submitted, teachers can download them as zip files, sort them by user, check submission times, grade assignments, leave feedback, and return submissions with comments, all from within the Dropbox tool.

Submission

Folder: Square roots

User: Meghan Aarons

Files to submit:	Submitted Files	Report	Markup	Comments	Date Submitted
	Square Roots.docx (13.29 KB) 100%				Apr 29, 2009 11:07 AM

[Download All Files](#)

Feedback

Feedback: [Basic](#) [Advanced](#)



Hi Meghan,

You've done a fantastic job on this assignment. I'm really happy to have you in my class. Looking forward to your future work!

Attachments

Attachments: [Add a File](#)

Other types of activities that a student can perform, which can be evaluated by a teacher include Discussion Postings and Quizzes/Tests.

Group dropbox folders make it easy for learners to submit and receive feedback on group assignments. When you create group dropboxes, a group can have multiple folders belonging to different categories.

Locker Tool

For personal artifact storage, perhaps before submitting an assignment, the Locker tool may be an appropriate resource for students. The Locker tool provides storage space for learners inside the Learning Environment, enabling them to access their files from any computer, from any location. Unlike most tools, personal locker areas are not course specific. Users can access their personal locker files

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1. Can students upload assignments ("artifacts") (papers, exams, PowerPoint presentations, journal entries, video, audio, other files)? Is there a maximum file size?

Dropbox

Assignments can be uploaded to the Dropbox and instructors can review, assess, and manage student assignments from this area. The Dropbox tool enables you to submit assignments through the Learning Environment, eliminating the need to mail, fax, or email assignments. Simply upload your assignment to the appropriate folder. This folder supports submission of files such as: .doc, .docx, .rtf, .xls, .xlsx, .ppt, .pptx, .pdf, .htm, .html, .jpg, jpeg, .gif, .bmp, .png, .zip, .py, .java, .kdw, .fv, .mp3 and many more (executable files are not accepted). The maximum file size can be controlled at the admin level through the Desire2Learn Organizational Management Environment (DOME).

Individual students and groups can submit assignments to various dropboxes associated with assignments within a course. Reviewers can provide feedback, such as comments, attached audio feedback, or the edited assignments with feedback and a grade that automatically appears in the Grade Book.

The screenshot shows a web-based application titled "Folder Submissions - Case Study". At the top, there are three buttons: "Folder List", "Edit Folder", and "Folder Submissions". Below these, a link "Email Unsubmitted Users" is visible. A tab bar has "Users" selected. Under "Folder Contents", there are search and filter options: "View By: User" with a dropdown menu and an "Apply" button, and a "Search For:" input field with a "Search" button and a "Show Search Options" link. The main area displays a table of submitted files:

	Files	Submission Date	Delete
<input type="checkbox"/>	Frank Catcher brokencells.d2lresource (192.98 KB) Campaign Brochure.d2lresource (7.12 KB)	Feedback Left: Feb 28, 2008 12:16 PM Feedback Read: Feb 28, 2008 1:35 PM Feb 28, 2008 12:13 PM	<input type="button" value="Delete"/>
<input type="checkbox"/>	Danielle Fleur CaseStudy_SoilSamples_DanielleFleur.doc (23.5 KB)	Jun 24, 2008 10:41 AM	<input type="button" value="Delete"/>

Dropbox Folder

linked to competencies and learning objectives conducted through a variety of course tools including quizzes, Dropbox assignments, Grades, ePortfolio items and discussions.

Rubrics Features

The rubric creation and management tool allows for the following features:

Create any number of rubrics

Rubrics can be created at any level of the organizational structure

- E.g. A course can create its own rubrics that are only available to that course

Rubrics can be shared (made available) to other areas of the organizational structure

- E.g. A department can create a set of rubrics and share those with all the courses within that department.
- This allows for standardizing assessment across a number of courses and allows for data aggregation

Rubrics can be copied to save time

Rubrics can be 'grandfathered' so that no new assessments can be associated with a rubric if it is planned to be phased out or replaced with a newer rubric

All assessments that take place against a rubric are logged in the Data Warehouse

- E.g. The Data Warehouse tracks the OrgUnit, Tool, User, Rubric, and Rubric level assigned for every rubric assessment that takes place

Rubrics can have any number of levels, each level defines a different level of skill/recognition that can be obtained for the objective the rubric is meant to measure

A rubric level consists of a Name and Criteria (a description of what a user would have demonstrated to obtain that rubric level in an assessment)

Rubric levels can have feedback associated with them

- E.g. When a user is assigned a level of 'Excellent' they can be automatically provided with the feedback 'Excellent'

Rubrics can be created to allow for numeric values to be associated with each level in the rubric. This allows for numeric scores on things like quizzes to be translated into a specific rubric level

- E.g. A quiz can be setup such that a user getting > 80% on a quiz receives the 'Excellent' rubric level on their rubric assessment

Integration with Products / Tools

When a rubric is associated with one of the tools listed below: a user's work in a given instance of the tool (i.e. a specific quiz or discussion topic) is assessed using that rubric.

Assessments such as Quizzes, Discussions, Grades, Learning Objectives can set a 'Threshold' level in the rubric. A user knows whether they 'pass' the assessment when they have achieved the threshold for that assessment or higher.

The rubric management and creation tools allow for assessment via rubrics from the following areas of the Desire2Learn eLearning suite:

Learning Environment

- Discussions
 - Rubrics can be associated with discussion topics
 - Evaluators can view all of the postings from an individual in that discussion topic and assign a rubric score
 - This rubric score can be rolled up into a Learning Objective or Competency evaluation
- Quizzes
 - Any number of rubrics can be assigned to a specific quiz, allowing for different sets of questions to be aligned with different Learning Objectives
 - Rubrics can be evaluated manually by an evaluator, or automatically using the score for the quiz
- Surveys
 - Any number of rubrics can be assigned to a specific survey, allowing for different sets of questions to be aligned with different Learning Objectives
 - Rubrics can be evaluated manually
- Grades
 - Any number of rubrics can be assigned to a specific grade item
- Dropbox

- Any number of rubrics can be assigned to a specific Dropbox assignment folder
- Competencies (Learning Objectives)
 - Rubrics can be associated with Learning Objectives to evaluate whether an individual has achieved the required threshold to demonstrate that they have obtained the necessary knowledge, skill, ability
 - A Learning Objective can be associated with any number of rubrics, where a user must complete the required threshold for each rubric before they can complete the associated learning objective

ePortfolio

- Artifacts
- Reflections
- Collections
- Presentations

In the ePortfolio users can choose to add rubrics to anything that they create in their ePortfolio, a feature unique to Desire2Learn. This allows for getting structured feedback and evaluation from peers, mentors, coaches, teachers, etc. These rubric evaluations can then be submitted or published along with the actual ePortfolio item to provide an evaluator or reviewer with additional context around the item being submitted.

Key Benefits

Transparency:

- When an item is associated with a rubric, a user is able to see the rubric before they complete a given activity. This provides transparency in terms of what is expected of them and what criteria exists for achieving a given level

Objectivity:

- By creating rubrics an organization, department, course can clearly define their evaluation criteria
- This improves consistency between different evaluators and helps to reduce any subjective evaluations

Alignment to standards:

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- Rubrics can be created that align with educational standards that an organization must be accountable for
- Combined with the Competencies and Learning Objectives tools rubrics can be used as a means to evaluate a number of different assessment activities such as Quizzes, Discussions, Grades, as well as be evaluated manually for things like in-class activities

Structure & Aggregation

- Because rubrics can be shared throughout the organizational structure, the data collected from any assessments on the rubric can be analyzed over time, across user demographics, across evaluation methods to provide powerful insight into the success of online and in-class educational offerings

3. Can faculty view the assignments and fill out a rubric on line? (A split screen would be nice).

Yes, this is accomplished through the Dropbox tool with the use of the Rubrics tool. Please see responses #1 and #2 for more information on these tools. Browser windows can be arranged so that the instructor can see the student's work in one window and, in an adjoining window, the Dropbox tool with its associated rubric is visible.

4. Can different faculty view the same assignments?

Dropboxes are course-specific, but if different faculty members have access to the same course, they would all have access to the same assignment. Alternatively, a student could submit the same assignment to multiple dropboxes for multiple purposes.

5. Can examinations be created on line?

The Quiz tool is a comprehensive tool for creating, editing and deleting quizzes/tests/exams, etc. You can use the Quiz tool to perform the following tasks:

- manage quizzes that you have created, copied, or imported
- manage questions using the question library
- random questions from pools
- preview, organize, and grade your quizzes
- view quizzes by category or availability
- view current, future, and past quizzes
- view course and quiz statistics

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- create categories and place your quizzes in them

The screenshot shows the 'Manage Quizzes - New' interface in D2L. On the left, there is a sidebar titled 'Instructions' with several bullet points about quiz properties. The main area has tabs for 'Properties', 'Restrictions', 'Attempts', 'Activities', 'Submission Views', 'Reports Setup', and 'Layout/Questions'. The 'Properties' tab is selected. It contains fields for 'Name' (with a required asterisk), 'Category' (set to 'no category' with an 'add category' link), and 'Grade Item' (set to 'None' with an 'add grade item' link). There are also sections for 'Auto Export to Grades' (with a checkbox for automatic export) and 'Optional Advanced Properties' (with a link to expand optional advanced properties). Below these are sections for 'Messages' and 'Page Header/Footer', each with a 'Expand messages' or 'Expand page header/footer' link.

Quickly create new quizzes with the Quiz tool

Quizzes can contain questions of the following types:

- Multiple choice
- True or false
- Long answer
- Short answer
- Multi-short answer
- Likert
- Fill-in-the-blank
- Multi-select
- Matching
- Ordering
- Arithmetic
- Significant figures

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6. Can specific questions from completed examinations be cut out and pasted into an assessment area as a separate artifact (including the student's response, be it multiple guess, short answer or essay)?

A quiz question and related response by a given student can be copied/pasted using traditional copy/paste methods (CTRL+C, for example) and stored in a variety of locations (Locker, Gradebook, Journal, News, etc.). Students can export a full quiz to the ePortfolio as an artifact, including their responses and their grade on the quiz. Quiz questions, without student responses, can be stored in a question library for future use and/or for sharing with other faculty.

D2L Ltd. would be happy to discuss this requirement with you further so that we fully understand your need in this area and can, potentially, provide a more detailed response.

7. Can students' grades for particular assignments and particular courses be aggregated (many departments have, as outcomes, a certain percentage of students getting certain grades in a set of courses)?

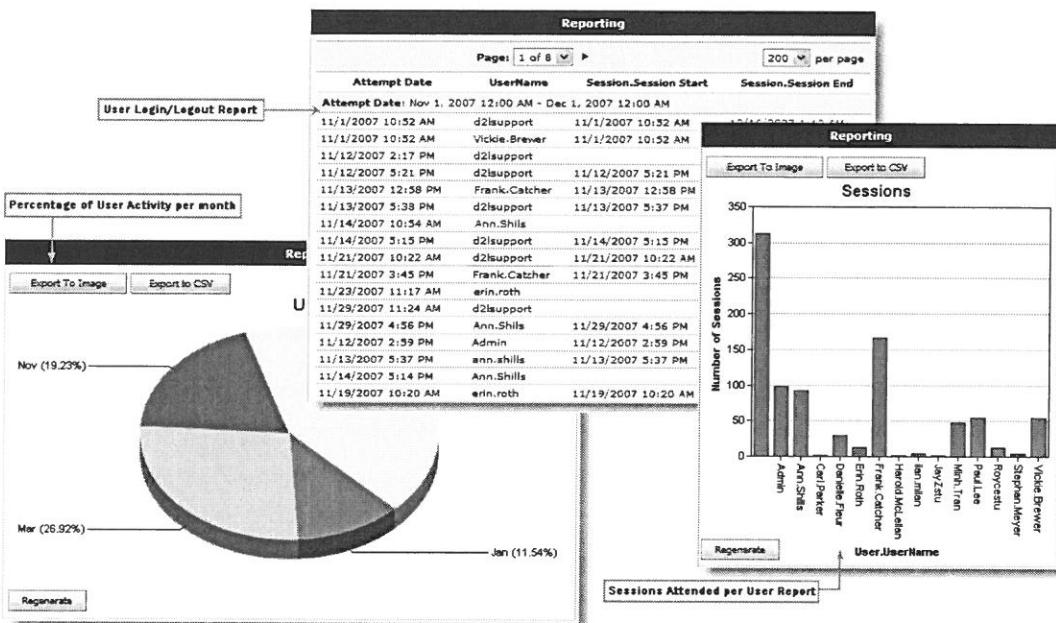
The Desire2Learn Learning Environment logs all activities by all users in its database for ease of access and for reporting purposes. This includes all contributions to discussions, chats, all quizzes, surveys, grades and much more.

There are various types of reporting options that provide the referenced ability to view achievement data.

At the Organization Level (Across Programs, Cohorts, Classes)

- Various data sets are available to provide standard reports. In terms of user performance, the Final Grades report lists all the final grades for a user in all OrgUnits/courses.
- Final grade statistics lets you view details about a class, group, or section's overall grades for a course. Statistics include the average, median, mode, standard deviation, minimum grade, maximum grade, and a graph showing the distribution of grades. You can also view users' individual final grades.

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Reporting at organization level

At the OrgUnit/Course Level

- Users' performance data is available in the Grade book, Dropbox assignment, and Learner Progress Tool. This is at the course level, so it is one course at a time.

Custom Reports

- Custom reports provide the ability to report quiz scores and assignment grades across courses. All data logged in the Data Warehouse can also be queried directly from the database, allowing for any number of fully customized reports to be created and shared.

Reports Available Within a Course

- In addition to the robust data warehouse that stores all the information logged by Desire2Learn for reporting and analysis purposes, there are also numerous areas and tools that provide web-based access to key reports and analysis info integrated into the Learning Environment.

8. Can assessments that aren't necessarily part of course work be administered through the LMS (e.g., a pre- and post-test in a subject area)?

Yes, assessment can be administered through the LMS, even if they aren't part of a particular course. Desire2Learn's flexible organizational structure allows you to use any of the Learning Environment's tools (quizzes, discussion boards, content, surveys, etc.) at any level of the organization. For example,

the College of Education may want to provide non-declared majors with a self-assessment survey to help students determine whether a career in the field of education is the right choice. This survey could be administered at the department level and be open to any NMHU student wishing to take the survey. Or, it could be open only to students selected by the College of Education, or it could be made available only to student who have completed an Introduction to Elementary Education course. At the over-arching university level, an assessment and evaluation department may want to assess general academic skill level of students and could, then, distribute an assessment outside of any course and provide that at the university level of the organizational structure.

9. Can academic units use the system to assign outcomes to courses and programs (curriculum mapping)? Can these be aggregated in a meaningful way?

Yes, built into the Desire2Learn Learning Environment is the Competencies tool. The Competencies tool allows you to create learning competencies/standards/objectives at any level of the organization and tie those competencies to activities in courses. Taking a quiz, for example, and achieving 80% or greater could satisfy a particular learning objective and satisfying a particular learning objecting could be part of the process to satisfy an over-arching competency. The Competency tool includes full reporting capabilities to view the structure of the competency hierarchy as well as students' achievement towards those competencies.

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Instructions

Your Competency achievement information is listed to the right.

Legend

- △ Competency
- ▲ Learning Objective
- ▲ Activity
- Information
- ☒ Activity Results
- Not Assessed
- ✗ Not Achieved
- ✓ Achieved
- * Manually changed achievement

View Competency Results

Add to ePortfolio

[Expand All] [Collapse All]

△ Financial Positioning Concepts	✓
☒ ▲ The participant will analyze and review all content ass...	✓
△ The participant will develop a reasonable understanding... ↗	Achieved (75) Required (>65%) ✓
☒ ▲ The participant will analyze the different advantages o...	✓
△ The participant will recognize the correct financial to... ↗	Achieved (66.67) Required (>65%) ✓
△ Financial Positioning Tools	✗
☒ ▲ The participant will collect, organize, analyze and pre...	✗
△ The participant will recognize and describe the advanta... ↗	Achieved () Required (Level 4) —
△ Copy of Decision Modeling	✗
☒ ▲ Copy of Identify associations with activities	✗
△ Copy of Test 1 ↗	Achieved () Required (>60%) —
△ Copy of eP Activity ↗	Achieved () Required (Level 3) —

Competency Results

10. Can multiple artifacts be associated with each outcome and multiple outcomes?

Yes, multiple activities can be associated with each competency. The complexity of the hierarchy is up to you.

11. Can the data generated from assessment activities be reported out by: student, course, outcome, program, groups of outcomes, method of assessment, etc.?

The Desire2Learn Learning Environment logs all activities by all users in its database for ease of access and for reporting purposes. This includes all contributions to discussions, chats, all quizzes, surveys, grades and much more.

At the teacher level, Intelligent Agents can be setup based on individual student assessment and achievement rules to notify and warn of individuals who are in danger of falling behind. This information can be used to help promote remediation and individualized learning.

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Our Business Intelligence and Analytics application can harness the wide variety of program/cohort/class and individual student achievement/assessment data and make it available for complex customized reports. This information aggregated across time or organizational units can be valuable in determining what course delivery mechanisms are most successful and where additional remediation or instructional support may be needed. Data can be drilled into from a high-level organizational view down into individual achievement and demographic data.

To ensure solid performance, a separate database (Data Warehouse) is used to store the logging information from the Learning Environment, Learning Repository and ePortfolio. The Data Warehouse is separate from the production database, which allows large reports to run during normal business operations without affecting mission critical functions of the Learning Environment.

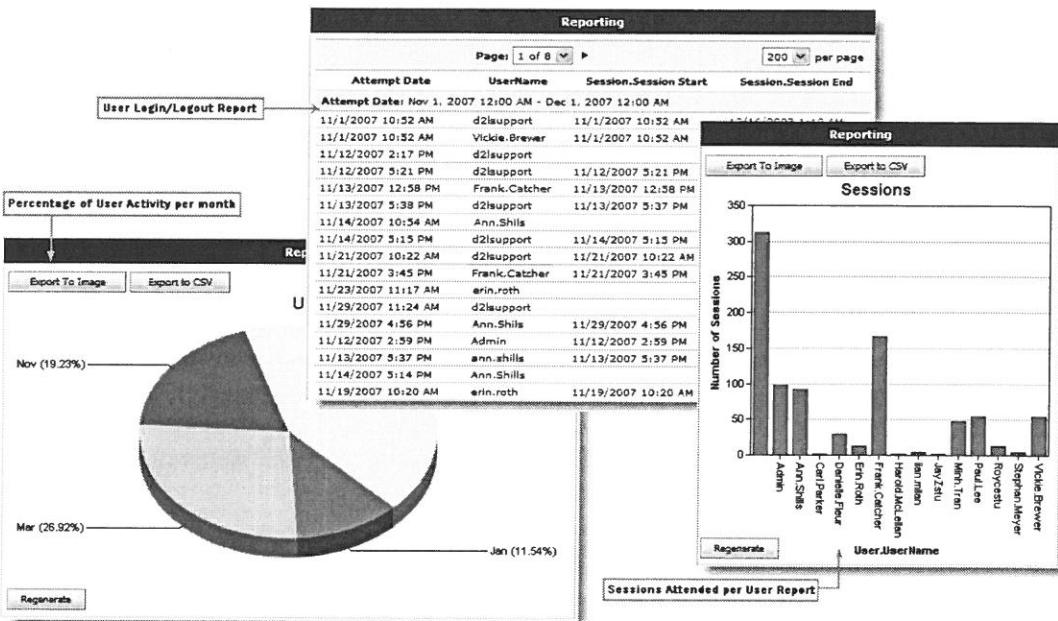
This wealth of information is available to administrators through the Business Intelligence and Analytics tool.

There are basically various types of reporting options that provide the referenced ability to view achievement data.

At the Organization Level (Across Programs, Cohorts, Classes)

- Various data sets are available to provide standard reports. In terms of user performance, the Final Grades report lists all the final grades for a user in all OrgUnits/courses.
- Final grade statistics lets you view details about a class, group, or section's overall grades for a course. Statistics include the average, median, mode, standard deviation, minimum grade, maximum grade, and a graph showing the distribution of grades. You can also view users' individual final grades.

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Reporting at organization level

At the OrgUnit/Course Level

- Users' performance data is available in the Grade book, Dropbox assignment, and Learner Progress Tool. This is at the course level, so it is one course at a time.

Custom Reports

- Custom reports provide the ability to report quiz scores and assignment grades across courses. All data logged in the Data Warehouse can also be queried directly from the database, allowing for any number of fully customized reports to be created and shared.

Reports Available Within a Course

- In addition to the robust data warehouse that stores all the information logged by Desire2Learn for reporting and analysis purposes, there are also numerous areas and tools that provide web-based access to key reports and analysis info integrated into the Learning Environment. These include:

Content

- You can see a breakdown of all modules and topics in a course showing the number of users that visited each topic and how long each person spent viewing it.

The screenshot shows the D2L Statistics interface with the following details:

- Header:** Statistics, Statistics, Feedback, SCORM Reports.
- Toolbar:** Expand All, Collapse All, Export Statistics, Reset Statistics.
- Content Tab:** Selected. Total Number of Users: 11. Users Who Have Visited Content: 3. Average Time Spent on Content: 0:32:13.
- Users Tab:** Not selected.
- Table:** A grid showing content topics and user statistics. The columns are Content, Users Visited, and Average Time Spent.

Content	Users Visited	Average Time Spent
Unit1. The role of technology in the history of modern science		
i. The Royal Society	2	0:09:55
ii. Scientific Method	3	0:01:21
iii. The Industrial Revolution	2	0:01:34
iv. Web development	2	0:52:28
Unit2. Current Issues		
i. Energy	2	0:00:39
ii. Geology	3	0:06:16
iii. Farming and Horticulture	2	0:00:29
iv. Medical Research	3	0:09:00
v. Free Trade	3	0:01:24
Unit3. The future		
i. Artificial Intelligence	2	0:00:12

Reset and export course statistics here

Click on a number under the Users Visited column to view a list of users and statistics about them, including the last time they visited the topic, and the total time they have spent on the topic.

Content reports

- You can also get a list of all users in a course, and which content topics they have read or not read and how long they spent viewing each topic.
- A breakdown of all modules and topics in a course that shows the number of student ratings for that content and the average rating is also available.
- All content reports can be exported to CSV format for offline analysis.

Dropbox

- View all assignments in a course along with the number of files submitted, unread, and flagged.

Instructions

- The Dropbox tool allows users to submit assignments online by uploading their files to designated folders.
- Users can view submitted assignments, sort them, and grade and leave feedback directly from the Dropbox.

Dropbox Folders				
Folder List New Folder Re-Order Delete Preview				
Dropbox Folders				
<input type="checkbox"/>		20 per page		
Folder	Total Files	Unread Files	Flagged Files	Actions
No Category				
<input type="checkbox"/> Case Study	3	3	1	
<input type="checkbox"/> Course Evaluations	1	0	0	
<input type="checkbox"/> My Dropbox Assignment	1	1	0	
<input type="checkbox"/> Mid Year Progress Checks	1	0	0	
<input type="checkbox"/> Homework submissions	0	0	0	

Dropbox summary

Competencies and Learning Objectives

- Each Competency and Learning Objective defined can be reported on to view the number of individuals in a course that has completed it.

Rubrics

- Summary information displays frequency and distribution across all rubric scores. This can be filtered based on a specific learning activity that uses a rubric.

Discussion Forum / Topic Reports

- You can view the number of posts authored, read, graded, approved by an individual at the forum and topic levels, or each forum and topic as a whole. You can drill down to view specific contributions by each individual.

The screenshot shows the D2L Statistics interface. At the top, there are tabs for 'Statistics' (selected), 'Users' (highlighted in blue), and 'Forums and Topics'. Below the tabs, there's a section for 'Org Unit Statistics' with 'Total Messages (all forums): 10' and 'Unapproved Messages: 1'. Under 'User Statistics', there are search and filter options ('View By: User', 'Apply', 'Search', 'Show Search Options'). A table below lists user names and their message counts across four categories: Authored, Read, Unapproved, and Scored. The table data is as follows:

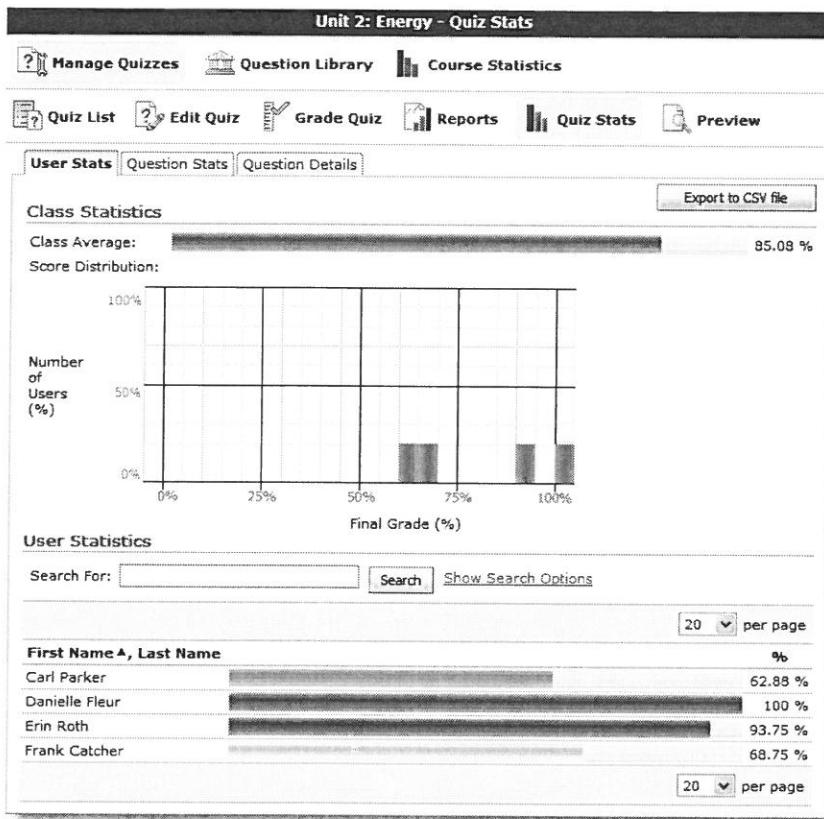
First Name & Last Name	Number of Messages			
	Authored	Read	Unapproved	Scored
Cari Parker	2	0	1	0
Danielle Fleur	1	1	0	0
Erin Roth	3	1	0	0
Frank Catcher	1	2	0	0
Harold McLellan	0	0	0	0

Discussion statistics

- All discussion statistics can be exported to CSV format for offline analysis.

Quizzing Reports

- Configurable submission views can be created to provide immediate feedback to students once they complete and submit an attempt. Teachers can choose to show only final scores, incorrect answers, correct answers, and there are many more options available.
- Question statistics reports allow for viewing class averages, score distributions per question. Question details reports show individual responses to each question, question difficulty, bonus questions and more.
- User statistics reports show class averages, score distributions and the quiz score for each individual that took the quiz.



Quizzes user stats

- You can see a report on the attempts at a quiz, which displays individual responses to every question in the quiz for detailed item analysis, including attempt duration.
- Customizable reports of any of the above types can be created and made available to any desired audience based on roles. Reports can be time released. All reports can be exported to CSV for offline analysis.

Survey Reports

- Summary reports show aggregated responses across all users who submitted the survey.
- Individual attempt reports show all responses for all users who submitted the survey for detailed analysis.
- Reports can be time released. All reports can be exported to CSV for offline analysis.

User Management

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- You can see the number of users in the system or course, broken down by role, a log of all withdrawals in the course, along with links to access previous grades, and the number of users active vs. inactive in the system.

Login History

- You can see reports on:
 - date and time of each login
 - IP address on login
 - total number of logins on each specific day
 - number of days between logins

User Progress

- User Progress provides a dashboard view of all reporting pages across all tools for a given user's activity within a course. A printable view of all activity information for a user within a given course is available. You also have the ability to email progress reports to Auditors and other stakeholders. Convenient links access all elements of the course from one area.
- The User Progress tool enables you to view:
 - content/activities available to the student and content/activities that have not yet been released to them, comparisons between individual user progress and class averages
 - full login history, including date, time, duration, and IP address
 - summary statistics for discussion forum posts and reads, as well as the number of discussions read and posted are available
 - the exact discussion postings of each student in context
 - summary of which content topics have been visited, and which topics remains to be accessed within all courses
 - quiz attempt history, the score and answers of each quiz and a quizzing log that shows all of the actions taken by the student during the quiz, including the IP address where the quiz was taken
 - assignment drop box submission summaries, view and edit the assignment grades and each individual assignment submission
 - summary statistics for the grade book, edit grades and add feedback comments
 - summary of all checklists, include which items are completed and which are still outstanding
 - competency completion profile and any skills / learning gaps still remaining

User Progress

User View

E-mail User | Print

Progress Selection

Course: Introduction to Science and Technology [Select different course] ⓘ
User: Frank Catcher [Select different user] ⓘ

Tool: Grades ▾ Apply

Tool	Summary	Description
Checklist	Content	the system and not for the selected course
Competencies	Content	the system and not for the selected course
Discussions	Content	the system and not for the selected course
Dropbox	Frank Catcher	
Last Accessed	Grades	Jun 17, 2008 6:26 AM
# Accesses Within Last 30 Days	Quizzes	22
Total # System Accesses	Surveys	32

Grades Summary

Summary Items	Frank Catcher
# Grade Items	16 (100 %)
Total # Grade Items	16
Final Adjusted Grade	74 %

Grades Details

Category / Grade Item	Grade	Class Average	Last Modified
<u>Assignments</u>		75.63 %	Jun 17, 2008 11:38 AM
A1 - History Essay	72 %	80 %	Jun 5, 2008 9:07 AM
A1 - Research Notes	80 %	68 %	Jun 5, 2008 9:05 AM
A2 - Group Presentation	79 %	76.8 %	Feb 28, 2008 8:40 AM
A2 - Partner Evaluations	84 %	80 %	Feb 28, 2008 8:40 AM
<u>Tests</u>		80.6 %	Jun 5, 2008 11:11 AM
Units 1 and2	84 %	83.8 %	Feb 28, 2008 8:40 AM
Units 3 and 4	79 %	79 %	Mar 5, 2008 2:42 PM
<u>Discussions</u>		74.5 %	Jun 12, 2008 1:48 PM
Discussion 1	77 %	72 %	Jun 12, 2008 1:48 PM
Discussion 2	73 %	77 %	Jun 12, 2008 1:48 PM
<u>Attendance and Participation</u>		77.41 %	Jun 17, 2008 10:50 AM
Consent Form	Pass	Pass	Jun 17, 2008 11:38 AM
Case Study	0 %	60 %	Jun 5, 2008 9:05 AM
Final Calculated Grade		76.84 %	Jun 17, 2008 11:38 AM
Final Adjusted Grade		77.4 %	Jun 17, 2008 11:38 AM

12. Can the data be downloaded easily into Excel or Access for further analysis?

Reporting is a key component to Desire2Learn's Learning Environment. A separate data warehouse has been developed to store the information the Learning Environment is logging and improve performance as a result. All data in the data warehouse are documented in the data dictionary. This data enables third party tools to build reports and facilitates data mining.

- **Flexible report definitions** permit a large number of reports to be created from a base set or datasets while multiple render types enable a variety of report formats to be created. Report data can be saved to a CSV file allowing for offline analysis and correlation with external third party tools. It can also be filtered by organization unit, organization unit type, user, role, date range, or tools to create customized reports.
- **The Learning Environment has enhanced logging.** More information regarding the user's interaction with the system is tracked. This includes login reports, course activity, enrollment reports, grade reports, disk usage for course content, server performance, and competencies increasing the number of available reports.

Appendix 3 - Ancillary Program Reviews

Moodle Answers to Chalk and Wire and Degree Works

Chalk and Wire

After examining Chalk and Wire, I believe the feature set here is provided by joule integration with efolioworld's eFolio, though I would encourage you to do your own side by side comparison. The per user cost of eFolio is nominal, since it is bundled into joule. However, if Chalk and Wire is firmly established in your institution, we could certainly look at a scope of work for an integration if needed.

I will note that joule does include eFolio for every user, a portable portfolio. It is hosted independently of the institution's Moodle, and the students can therefore take it with them when they leave, for a hosting fee of approximately \$15 per year.

Degree Works

DegreeWorks is a SunGard product, and assuming that you are using Banner, then using our universal information broker tool Conduit, Moodle would be pushing grade data back to Banner which would then integrate with DegreeWorks to provide the degree auditing. Customization would need to be done to Banner to pull the grade data from Conduit's web service, or instructors can manually publish data out of Moodle and upload it into Banner for processing.

eCollege Responses to Chalk and Wire and Degree Works

The Learning Platform Evaluation Committee also is considering how some learning platforms might provide support for act ivies that units are either considering new software to support or currently are using to support. We would appreciate a short description of how your learning platform would handle the functionality that is provided by Degree Works (for advising) and Chalk and Wire (for portable portfolio development). Could you please address this question. We do not have an integration of Campus with either of these products currently. If you like, we could certainly make a part of any proposal a cost for doing this as part of an implementation. We do hundreds of these technical consulting projects for clients; making our systems integrate seamlessly with other applications that are important to them.

Also we are asking from each vendor give us at least two or three references who use your learning management system so we can hear directly from the user. I know this may be an issue since the Campus Edition is just being implemented here, but maybe two of the sites where you are testing this would be able to talk with us. I'll send over one European reference in a minute, and am also getting permission to put you in touch with some folks at one of the schools that has been piloting here in the U.S.

Desire 2 Learn Responses to Chalk and Wire and Degree Works

I wanted to get back to you regarding Degree Works and Chalk and Wire.

Degree Works: This is a SunGard product and SunGard is a Desire2Learn partner. While we don't have any in-depth information on what a potential integration would look like, but because of the relationship between SunGard and Desire2Learn, this should be fairly straightforward. If you have SunGard's Luminis Portal, it would be even more straightforward. We would be happy to investigate this integration further, if needed, and work with you to fully scope out a potential integration.

Chalk and Wire: This product provides some of the functionality already provided in Desire2Learn's ePortfolio tool. Our ePortfolio is tightly integrated with Desire2Learn's Learning Environment and provides for added functionality that otherwise would not exist in a stand-alone electronic portfolio product. I would be happy to provide a more in-depth demonstration of our ePortfolio product for you and others on campus who are using electronic portfolios. Please let me know if this is something of interest to you.

Appendix 4 - User Recommendations

Responses from LSU on Their Experience with Moodle

Have you had any issues with portability, such as losing content?

We had a few issues where information from our Blackboard courses did not convert/migrate correctly into Moodle. I believe this stemmed more from an issue with corrupt files on the Blackboard side rather than failed conversions.

We are now using Blackboard Vista--if that is what you converted from, is there anything about your experience we should know?

We converted from Blackboard 5.5 and 6.3. From my understanding, conversions have gotten significantly more difficult with later versions, as Blackboard tries to lock down their courses. We wrote a converter to handle our move, but it does not work with BB Vista in its current state (Minnesota is currently looking at our code and may modify it to handle Vista, as they are moving solely to Moodle and need to convert their Vista courses). Because we did not use MoodleRooms' conversion service, I cannot speak as to how that process works.

Do you have a sense of or have you collected feedback on teacher/student satisfaction?

We are two years into Moodle use now and most of the "Aversion to Change" anxiety has abated. We do a lot of custom customization and development in house. We therefore have a system in place that allows end users (faculty/staff/students) to request changes and additions to our Moodle environment. Overall the reaction has been positive. Moodle is not quite as intuitive out of the box as Blackboard, but it offers far more flexibility. Once the users learned to take advantage of the features offered, most have been very supportive and excited about the possibilities.

Jim, I've pasted my questions and Buddy Ethridge's answers below. He is the contact person for LSU, a moodlerooms client. --Holly

Has moodlerooms provided sufficient technical support? And for what areas has it been most needed?

When we first moved to Moodle and begin our association with MoodleRooms, there were a few bumps in the road. We are a very demanding client (likely more-so than any of their other clients) and they were not quite prepared for the load that our users placed upon the system. As we have tweaked our system, they have grown and expanded their capacities and capabilities to handle the needs of LSU and all of their clients. General technical support has been very good overall and outstanding over the past 6 months or so. If there is a shortfall in support, it is the lack of sufficient communications during outages and other global issues, but they are working to improve this issue and have made decent progress in this area.

Because we do a lot of custom development, the majority of our technical support needs differ from that of MoodleRooms' normal clientele. Their

willingness to adjust to our needs and their easily-approachable attitude has made them one of the better vendors that we have worked with over the years.

Do any of your programs or departments use moodle for Outcomes Assessment?

I believe that we do have some individual departments using Moodle for some cursory outcomes assessment, though I cannot speak as to how successful or widespread this usage is. We are currently evaluating a request to build some more robust assessment tools into Moodle and may begin on this project in the near future.

Reply from Texas Tech below:

Dr. Schmalfeldt...

Thank you for your inquiry. I regret I can't answer your query with specificity given our unit did not "transition" from Blackboard or WebCT to Moodle: Our first-strike Moodle course content was "ported" from a proprietary CMS written in XML.

Our initial deploy of Moodle 1.5.2 in summer 2005 took the better part of ten months. The application proper begs at least one programmer dedicated to the architecture's backend full-time, an individual independent of administration, content experts, instructional designers, and user-support tiers (technical or otherwise). Ideally, the programmer would have extensive experience in/with the LAMP stack [http://encyclopedia.thefreedictionary.com/LAMP+\(software\)](http://encyclopedia.thefreedictionary.com/LAMP+(software)) as well as solid numbers as to potential infrastructural impact and encumbrances given both the current and projected user-bases. In our experience, any successful CMS/LMS rollout resolutely necessitates boilerplate pedagogies and uniform content presentations: Disparate curricula development by varied departments or rogue faculty has the potential to not only hobble a CMS'/LMS' overall integrity, but permanently black-eye an institution's programs and/or degrees.

I would recommend PACKT Publishing handbooks (e.g., http://www.amazon.com/Moodle-Administration-administrators-configuring-customizing/dp/1847195628/ref=sr_1_2?ie=UTF8&s=books&qid=1264194355&sr=8-2) as well as extensive readings by qualified technical staff at <http://moodle.org/>. Buy-in across the board is an absolute must.

Our best to you.

Joseph Martin, Unit Associate Director
Digital Curriculum & Development
Department of Curriculum & Publications
Texas Tech University Independent School District
University College
Texas Tech University
605 Indiana Avenue | Box 42191 | Lubbock, Texas 79409-2191
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From: Dr. Joe G. Schmalfeldt [<mailto:jschmal@nmhu.edu>]
Sent: Friday, January 22, 2010 1:42 PM
To: Distance Learning
Cc: mbaca@nmhu.edu
Subject: Cost of Switching from Blackboard/WebCT to MOODLE?

Main MOODLE Czar at Texas Tech:

Could please provide my Platform Committee and I about your transition from Blackboard/WebCT to MOODLE at Texas Tech? Infrastructure costs (initial & longterm) of training faculty/staff and tech support; time constraints and effectiveness of porting previous Blackboard/WebCT sites. We would like to transition from Blackboard to another more efficient and effective CMS starting this fall. Also, any info and/or tips on the pitfalls of transitioning to MOODLE would be greatly appreciated.

Respectfully,

Joe

--

Dr. Joe G. Schmalfeldt	Office: 505-454-3032
Coordinator of Physical Education	Fax: 505-454-3001
Dept. of Exercise & Sport Sciences	Cell: 936-615-9999
NM Highlands University	jschmal@nmhu.edu
Las Vegas, NM 87701	www.jschmal.com

Summary of Desire2Learn Reference Check

I contacted three current users of Desire2Learn (D2L) to get their assessment of three main issues: ease of use, speed and reliability, and ease of transition from Blackboard. Here is a summary of the responses I got:

Ease of use - The references were unanimous in their characterization of D2L as being much easier for faculty and students to use. They mentioned that it allows the faculty member more latitude to customize their websites without needed to get systems administrators involved. D2L also has reduced the number of help desk calls compared to Blackboard.

Speed and Reliability - The references indicated that the system seems to run faster than Blackboard and is up over 99% of the time. Note that all three of the references I called were having D2L host their sites.

Ease of Transition - All three indicated that there were some small problems with their transitions, but also stated that many of them were outside D2L's control. For example, one large client experience significant slow-down in performance when they initially went live, mainly because their enrollments were much higher than expected. D2L responded the same day and added additional servers, at not additional cost to the client, to solve the problem in less than a day. All stated that overall the transition went smoothly and that whenever any issues arose, D2L staff responded rapidly to solve them.

PURCHASE ORDER

PURCHASE ORDER # F012249 Page 1
 DATE OF P.O. 03/01/12
 BLANKET #

TO: @00248272

VENDOR CODE

D2L Ltd
 715 St Paul Street
 Baltimore MD 21202

ADDRESS CORRESPONDENCE TO Jennifer R Madrid

DATE REQUIRED

BUYER NAME

New Mexico Highlands University

P.O. Box 9000

Las Vegas, New Mexico 87701

Telephone: 505-454-3442

MAIL ORIGINAL INVOICE TO:

Doris/IT Services
 NMHU - Central Receiving
 1005 Diamond Avenue
 Las Vegas NM 87701

PAYMENT TERMS

SHIP VIA

ACCOUNT

ITEM

COMMODITY DESCRIPTION

QUANTITY

U/M

UNIT PRICE

EXTENDED

12400-28000-7111-180 1

Training occurring February 23, 2012

12400-28000-7524-180 2

GRT

1.00

LOT

177.3700

177.37

DISCOUNT:

ADDL CHARGES:

TOTAL TAXES:

TOTAL

2,377.37

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side.
5. Payment terms net 30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
 New Mexico Highlands University
 Las Vegas, NM 87701

Telephone: 505-454-3195 or 454-3249

Fax: 505-454-3109

DEPARTMENT COPY

By: *Jennifer R Madrid*
 THIS PURCHASE ORDER IS VALID ONLY THE WRITTEN APPROVAL BY THE PURCHASING OFFICE. SIGNATURE.

SENDING REPORT

Mar. 02 2012 09:18AM

YOUR LOGO : NMHU
YOUR FAX NO. : 5054543109

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT	*CODE
01	915197720324	Mar. 02 09:17AM	01'06	SND	00	COMMUNICATION ERROR	44

*CODE = FOR SERVICE CENTER USE ONLY

TO TURN OFF REPORT, PRESS 'MENU' #04.
THEN SELECT OFF BY USING '+' OR '-'.

FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).

*FAX didn't go through Mailed Vendor
Copy 3-2-12*

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

P.O. 122459

SUGGESTED VENDOR:

@New Vendor

Desire2Learn

715 St. Paul Street Baltimore, MD 21202

Fax: 519-772-0324 Tele: 519-772-0325

Adam.Hartshorn@Desire2Learn.com

SHIP TO:

New Mexico Highlands University

Attn: Information Technology Department

1005 Diamond Ave

Las Vegas, NM 87701

ATTN: Phil

Blanket Order Effective Dates: Feb 22, 2012 to Jun 30, 2012

FUND	ORG	ACCOUNT	PROGRAM	%	\$
Account 1	12400	28000	7111	180	100
Account 2	12400	28000	7524	180	100
Account 3					
Account 4					

NO.	QTY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
1	1		Desire2Learn Onsite Training	\$2,200.00	\$2,200.00
2			Training occurring February 23-24, 2012		
3	1		GRT	\$177.37	\$177.37

RECEIVED

FEB 23 REC'D

Purchasing Dept.

FUND SUPERVISOR SIGNATURE (REQUIRED) Max Baca Total Estimated Cost \$2,377.37

Signature Name (Typed)

Max Baca

APPROVALS

DATE

APPROVALS

DATE

COMPLIANCE

2/23/12

PRESIDENT (OVER \$30,000.)

JH 2/27/12

VP FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

FOOD

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

Revised Oct 30, 2008

Gallegos, Doris R

From: Adam Hartshorn <Adam.Hartshorn@Desire2Learn.com>
Sent: Wednesday, February 22, 2012 3:26 PM
To: Escue, Phillip; Gallegos, Doris R
Subject: NMHU-D2L : Onsite Training Engagement _ Estimate

Hi Phil-

Below is an estimate of the billable costs that will be incurred for the onsite training engagement February 23rd and 24th. Please note that is just an estimate, actual charges are subject to change.

Estimate: \$2200

Thanks
-Adam

Desire2Learn 

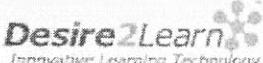
Adam Hartshorn
Project Manager, Implementation and Customization

Desire2Learn Incorporated

1-519-772-0325 x256

Adam.Hartshorn@Desire2Learn.com

www.Desire2Learn.com


Innovative Learning Technology

Our Clients Say It Best!



Why Desire2Learn? [Our Clients Say It Best!](#)



To: Vice President for Finance and Administrative Services
Through: Max Baca, Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: February 22, 2012
Subject: Purchase Requisition Cover Memo

Justification:

Desire2Learn will be performing onsite training for the migration from BB's existing system to Desire2Learn hosted environment, integrated with Banner and other NMHU's IT systems.

Madrid, Jennifer R

From: Sarah Forler [Sarah.Forler@Desire2Learn.com]
Sent: Wednesday, February 29, 2012 9:02 AM
To: Madrid, Jennifer R
Subject: W-9 from D2L Ltd.
Attachments: W-9 - 10.07.08 - Signed.pdf

Good Morning Jennifer,

As per your request please find a copy of our W-9 attached.

If you require any further information, please feel free to let me know.

Best Regards,

Desire2Learn 

Sarah Forler
Accounts Receivable Analyst
Desire2Learn Incorporated
1-519-772-0325 x221
Sarah.Forler@Desire2Learn.com
www.Desire2Learn.com

PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER # P0123280 Page 1
DATE OF P.O. 05/22/12
BLANKET #

TO: @000248272

VENDOR CODE
D2L Ltd
715 St Paul Street
Baltimore MD 21202

ADDRESS CORRESPONDENCE TO

DATE REQUIRED

Mario R Romero

BUYER NAME

05/22/12

SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS
MAIL ORIGINAL INVOICE TO:
Amanda/Nursing
NMHU - Central Receiving
1005 Diamond Avenue
Las Vegas NM 87701

SHIP TO:
New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000
Las Vegas, New Mexico 87701
Telephone: 505-454-3442

ACCOUNT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
12324-29603-7550-170	1	Master Agreement Wowza Media Server Perpetual Licence Required for on premise streaming One time fee	1.00	EA	1,000.0000	1,000.00

DISCOUNT: .00
ADDL CHARGES: .00
TOTAL TAXES: .00

TOTAL

1,000.00

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
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4. This Purchase Order is subject to the terms and conditions on the reverse side.
5. Payment terms net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
New Mexico Highlands University
Las Vegas, NM 87701
Telephone: 505-454-3195 or 454-3249
Fax: 505-454-3109

DEPARTMENT COPY

By: Ma...Romero
THIS PURCHASE ORDER IS VALID ONLY THE WRITTEN APPROVAL BY THE PURCHASING OFFICE, SIGNATURE.

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION
 THIS IS NOT A PURCHASE ORDER

P.O. 123280

DO NOT WRITE IN BOX BELOW

SUGGESTED VENDOR:

Desire 2 Learn
 715 Saint Paul Street
 Baltimore, MD 21202

Date	<u>5/22/12</u>
Terms (Net 30)	
Bid/Proposal/SPD/GSA	<u>5/10</u>
Buyer Approval	<u>/</u>

SHIP TO:

NMHU
 RN-BSN Program
 1005 Diamond Ave
 Las Vegas, NM 87701

DATE May 18, 2012
 DEPT. NAME Nursing
 USER CONTACT Amanda EXT 2203
 DATE WANTED (REQUIRED) _____
 BLANKET ORDER EFFECTIVE DATES _____ to _____

	FUND	ORGANIZATION	ACCOUNT	PROGRAM	%	\$				
ACCOUNT 1	12324	29603	7550	170		1,000.00				
ACCOUNT 2										
ACCOUNT 3										
ACCOUNT 4										
NO.	QUANTITY	UNIT	COMMODITY DESCRIPTION			UNIT PRICE	TOTAL			
1	1		Master Agreement			1,000	1,000.00			
2	1		Wowza Media Sever- Perpetual License				0.00			
3	1		Required for on-premise streaming				0.00			
4	1		One-time fee				0.00			
New Mexico Highlands University Purchasing Department <u>MAY 21 2012</u> RECEIVED										
PLEASE Return the PO to the nursing Department for them to directly process the order with the vendor.										

FUND SUPERVISOR SIGNATURE (REQUIRED) Susan Williams 5/18/12 TOTAL ESTIMATED COST 1,000.00

SIGNATURE NAME (TYPED) Dr. Susan Williams 5/18/12

APPROVALS 2-18-12 DATE

APPROVALS DATE

COMPLIANCE

PRESIDENT (OVER \$30,000.)

FOOD

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION



QUOTATION

Quote # 001372

D2L Ltd.

715 Saint Paul Street
Baltimore, MD 21202

+1 519.772.0325

DATE
EXPIRATION DATE

MAY 9, 2012
JULY 8, 2012

TO Philip Escue
New Mexico Highlands University
PO Box 9000
Las Vegas, NM - New Mexico, 87701

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
October 31, 2011

RE: Wowza Media Server – Addendum to Quotation # 001280

COMPONENT	DESCRIPTION	ONE-TIME FEE	DUUE
Wowza Media Server	Wowza Media Server - Perpetual License – Required for on-premise streaming*	1,000.00	1-Jul-12
Total Fees		1,000.00	

* Conditioned on accepting WOWZA ELUA.

This Quotation may be accepted as an Authorizing Document if a valid purchase order ("PO") is issued referencing it, or it is signed and returned. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No supplemental terms provided on a PO, or a PO like document will have any binding effect.

This Quotation is valid up to and inclusive of the Expiration Date. Desire2Learn reserves the right to reject any PO or signed Quotation after the Expiration Date.

To accept this quotation, either issue a PO or affix your signature here: _____

Date: _____

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

INTEROFFICE MEMORANDUM

TO: TO WHOM IT MAY CONCERN
FROM: DR. SUSAN WILLIAMS
SUBJECT: DESIRE 2 LEARN
DATE: 5/18/2012

This memo is to justify the request for payment for Desire 2 Learn capture station perpetual license. The license is required for on-premise streaming.

PURCHASE ORDER

PURCHASE ORDER # P0123286 Page 1
DATE OF P.O. 05/22/12
BLANKET #

TO: @00248272

VENDOR CODE

D2L Ltd.
715 St Paul Street
Baltimore MD 21202

ADDRESS CORRESPONDENCE TO Mario R Romero DATE REQUIRED 05/22/12

MAIL ORIGINAL INVOICE TO:

New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000
Las Vegas, New Mexico 87701
Telephone: 505-454-3442

PAYMENT TERMS Mario R Romero BUYER NAME

ACCOUNT	ITEM	COMMODITY DESCRIPTION	SHIP VIA	QUANTITY	U/M	UNIT PRICE	EXTENDED
12324-29603-7950-170	1	Capture Station with Automation		1.00	EA	9,000.0000	9,000.00
12324-29603-7550-170	2	On Premise Server Implementation		1.00	EA	1,500.0000	1,500.00
12324-29603-7550-170	3	Annual Fees		1.00	LOT	7,399.9900	7,399.99
12324-29603-7550-170	4	One time pro rated fee		1.00	LOT	616.6700	616.67

DISCOUNT:

ADDL CHARGES:

TOTAL TAXES: .00

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.

2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading

3. Please acknowledge order and advise shipping date.

4. This Purchase Order is subject to the terms and conditions on the reverse side.

5. Payment terms net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
New Mexico Highlands University
Las Vegas, NM 87701

Telephone: 505-454-3195 or 454-3249
Fax: 505-454-3109

TOTAL

18,516.66

DISCOUNT:
ADDL CHARGES:
TOTAL TAXES: .00

By: Mario R Romero
THIS PURCHASE ORDER IS VALID ONLY THE WRITTEN APPROVAL BY THE PURCHASING OFFICE, SIGNATURE.

W248272
5/1

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION
THIS IS NOT A PURCHASE ORDER

P.O. 123284

DO NOT WRITE IN BOX BELOW

SUGGESTED VENDOR:

Desire 2 Learn

715 Saint Paul Street

Baltimore, MD 21202

Date 5/22/12

Terms (Net 30) _____

Bid/Proposal/SPD/GSA Sale Same

Buyer Approval [Signature]

SHIP TO:

NMHU _____

DATE May 9, 2012

RN-BSN Program _____

DEPT. NAME Nursing

1005 Diamond Ave _____

USER CONTACT Amanda EXT 2203

Las Vegas, NM 87701 _____

DATE WANTED (REQUIRED) _____

BLANKET ORDER EFFECTIVE DATES _____ to _____

ACCOUNT	FUND	ORGANIZATION	ACCOUNT	PROGRAM	%	\$
ACCOUNT 1	12324	29603	7950	170		18,516.66
ACCOUNT 2						
ACCOUNT 3			7550			9516.94
ACCOUNT 4						

NO.	QUANTITY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
2	1		Master Agreement		
3	1		Capture Station with Automation	9,000	9,000.00
4	1		On-Premise Server Implementation	1,500	1,500.00
5	1		Annual Fees	7,399.99	7,399.99
			One-time pro rated fee	616.67	616.67

New Mexico Highlands University
Purchasing Department

MAY 21 2012

RECEIVED

FUND SUPERVISOR SIGNATURE (REQUIRED) Susan Williams 5/9/12 TOTAL ESTIMATED COST 18,516.66

REC
5/10/12

SIGNATURE NAME (TYPED) Dr. Susan Williams 5/9/2012

APPROVALS S DATE 5/14/12

APPROVALS DATE

COMPLIANCE

PRESIDENT (OVER \$30,000.)

FOOD

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

757 applied - funds in 7950
E Berry 6/22/12



QUOTATION

Quote # 001280

D2L Ltd.

715 Saint Paul Street
Baltimore, MD 21202

+1 519.772.0325

TO Phil Escue
New Mexico Highlands University
PO Box 9000
Las Vegas, NM - New Mexico, United States

DATE
EXPIRATION DATE

APRIL 23, 2012
JUNE 22, 2012

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
31 October 2011

RE: Capture

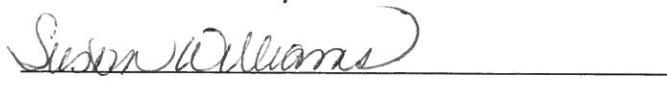
COMPONENT	DESCRIPTION	ONE-TIME FEE	ANNUAL FEES	DUUE
Capture	2 Capture Station with Automation	9,000.00	-	1-July-12
Capture	On-Premise Server Implementation	1,500.00	-	1-July-12
Capture	On-Premise Server License	-	6,000.00	1-July
Capture	Additional Device License	-	500.00	1-July
Capture	Entry Level Support	-	899.99	1-July
Total Fees		10,500.00	7,399.99	1-July

+ A pro-rated amount of \$616.67 will be invoiced along with the one-time fees for the 1 month period from June 1, 2012 to June 30, 2012.

This Quotation may be accepted as an Authorizing Document if a valid purchase order ("PO") is issued referencing it, or it is signed and returned. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No supplemental terms provided on a PO, or a PO like document will have any binding effect.

This Quotation is valid up to and inclusive of the Expiration Date. Desire2Learn reserves the right to reject any PO or signed Quotation after the Expiration Date.

To accept this quotation, either issue a PO or affix your signature here
Additionally, sign the Capture addendum attached to this quote.:


Date: 5/9/12

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

**NEW MEXICO HIGHLANDS UNIVERSITY
PURCHASING DEPARTMENT**

SOLE SOURCE/BRAND JUSTIFICATION

INSTRUCTIONS: For requisitions over \$2,500, briefly describe the items or services requested and list in detail the reasons for requesting the Sole Source designation. Include substantiating data such as: companies contacted and the reason for elimination, technical data, etc. Since this is a request to depart from the mandated procedure for competition, requests without support cannot be considered. The University buyer may require additional information, and remains the final authority in the determination of a sole source acquisition.

ITEM/SERVICE DESCRIPTION:

Desire2Learn's Capture Server and Station software allows classes to be delivered to online audience, live or on-demand. It is an add-on feature of Desire2Learn.

REASON(S) FOR SOLE SOURCE/BRAND:

This product is an add-on to Desire2Learn (D2L), and will be set up in two classrooms as a pilot.

Substantiating Data: Your response to this section must substantiate your comments in the previous section, i.e.: What other makes, models or suppliers did you consider and why did you reject them? What adverse effects would result from the use of other equipment, supplies, or services? Is this your own evaluation or did you rely on a colleague's judgement?

This product is an add-on to the newly implemented Learning Management System of Desire2Learn. D2L are the owners of the software. NMHU is receiving special educational software pricing only available from D2L.

FOR THE REASONS STATED HEREIN,
Elluminate Corporation is the only supplier or source acceptable to furnish the requested services.

Max Baca, Director of ITS
Requestor, Name and Title

APPROVALS:

Max Baca
Department Head or Dean

Purchasing Department

INTEROFFICE MEMORANDUM

TO: TO WHOM IT MAY CONCERN
FROM: DR. SUSAN WILLIAMS *SW*
SUBJECT: DESIRE 2 LEARN
DATE: 5/9/2012

This memo is to justify the request to purchase 2 Capture stations from Desire 2 Learn. One capture station will be installed in the Nursing Department classroom 104; the other capture station will be given to EOS Department to place the system in Sininger. Desire 2 Learn capture station is an easy-to-use way to deliver rich media presentations to online audiences, live or on-demand. The capture station records and webcasts audio, video, and synchronized visual aids with its streamlined, touchscreen-based interface, a presentation can be recorded or webcasted with just a few clicks or can be completely automated requiring no input whatsoever from presenters.

The Nursing Department has worked with IT, EOS and Desire 2 Learn to coordinate this purchase.



U.S. General Services Administration

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Note: Desire2Learn Incorporated wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments: 132-32, 132-34, 132-51 & 132-52

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Large Scale Computers
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services



November 23, 2011

Via e-mail

Max Baca
Director of Information Technology Services
New Mexico Highlands University,
Box 9000, Las Vegas,
NM 87701

Re: Sole Source Letter

Dear Mr. Baca:

Please accept this letter as confirmation that Desire2Learn Incorporated through its subsidiary, D2L Ltd., is the sole provider of the Desire2Learn® Learning Environment in North America. Additionally, we do not have any other distributors or resellers in North America. There is no other source for this product.

We are also offering New Mexico Highlands University unique pricing.

Please let us know if you have any additional questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "B. Nussey".

Brandon Nussey
Chief Financial Officer
Desire2Learn Incorporated
1-519-772-0325
Brandon.Nussey@Desire2Learn.com
<http://www.Desire2Learn.com>

cc: Ryan LeClaire, Senior Enterprise Sales Executive

Saavedra, Michael J

From:
Sent:
To:
Subject:

Brandon Nussey [brandon.nussey@Desire2Learn.com]
Wednesday, November 30, 2011 4:43 PM
Saavedra, Michael J
Re: NMHU Quote

Hi Michael,

Yes, this is our best available rate for higher education. Hope this helps,

Brandon

From: Saavedra, Michael J <mjsaavedra@nmhu.edu>
To: Brandon Nussey
Sent: Wed Nov 30 18:36:01 2011
Subject: NMHU Quote

Hello,

My name is Michael Saavedra and I have been working with Max Baca to complete the procurement for the implementation of your company's system. In a letter sent to him you stated that your company is extending to NMHU "a la carte pricing." Can you clarify this? Is this a higher education rate or best available rate possible?

We have everything else necessary to process the purchase order so once we receive your response we will get a PO out to you immediately.

Thanks,

Michael Saavedra
Director of Purchasing
New Mexico Highlands University
Attn: Purchasing Department
PO Box 9000
Las Vegas, New Mexico 87701
phone: 505-454-3053
fax: 505-454-3109

Madrid, Jennifer R

From: Romero, Amanda M
Sent: Thursday, May 17, 2012 11:35 AM
To: Madrid, Jennifer R
Subject: RE: RE:

Yes the # is 519.772.0325



Sarah Forler
Accounts Receivable Analyst
Desire2Learn Incorporated
1-519-772-0325 x221
Sarah.Forler@Desire2Learn.com
www.Desire2Learn.com

Amanda M. Romero

New Mexico Highlands University
Administrative Assistant
Nursing Department
RN-BSN Program
Ph. 505.426.2203 Fax. 505.426.2109
amandaromero@nmhu.edu

 Please consider the environment before printing this email

From: Madrid, Jennifer R
Sent: Thursday, May 17, 2012 11:14 AM
To: Romero, Amanda M
Cc: Romero, Mario R
Subject: RE: RE:

No, we have not received it yet. That is ok, as long as it was submitted by your department before the deadline. Once we get it we will process it. Do you happen to have a phone number or email on the PR? Just cause it is new, we could not find it in our system.

Thank you,

Jennifer R. Madrid

Purchasing Department, Buyer
New Mexico Highlands University
Box 9000
Las Vegas, New Mexico 87701

(505) 454-3249
jrmadrid@nmhu.edu

From: Romero, Amanda M
Sent: Thursday, May 17, 2012 11:12 AM
To: Madrid, Jennifer R
Subject: RE: RE:

No it is called Desire 2 Learn, I sent it out on Monday, tomorrow is the last day to submit PR right?

Amanda M. Romero

New Mexico Highlands University
Administrative Assistant
Nursing Department
RN-BSN Program
Ph. 505.426.2203 Fax. 505.426.2109
amandaromero@nmhu.edu

 Please consider the environment before printing this email

From: Madrid, Jennifer R
Sent: Thursday, May 17, 2012 11:10 AM
To: Romero, Amanda M; Romero, Mario R
Subject: RE: RE:

Is it under a different name?

Jennifer R. Madrid

Purchasing Department, Buyer
New Mexico Highlands University
Box 9000
Las Vegas, New Mexico 87701
(505) 454-3249
jrmadrid@nmhu.edu

From: Romero, Amanda M
Sent: Thursday, May 17, 2012 11:07 AM
To: Romero, Mario R
Cc: Madrid, Jennifer R
Subject: RE:

Has a PR for Desire 2 Learn been sent to your department yet?

Amanda M. Romero

New Mexico Highlands University

Administrative Assistant

Nursing Department

RN-BSN Program

Ph. 505.426.2203 Fax. 505.426.2109

amandaromero@nmhu.edu

 Please consider the environment before printing this email

Romero, Mario R

From: Cian O'Sullivan [Cian.O'Sullivan@Desire2Learn.com]
Sent: Monday, May 21, 2012 12:11 PM
To: Romero, Mario R
Subject: Re: Question

Hello Mario,

No to both. It was a standalone NMHU specific contract pursuant to an open tender.

Call me if you have any more questions if you like.

15194974911

Cheers

Cian
Manager, Commercial Affairs

From: Romero, Mario R [<mailto:mrromero@nmhu.edu>]
Sent: Monday, May 21, 2012 01:55 PM
To: Cian O'Sullivan
Subject: Question

Good morning,

Just wondering if you could help me out, we are working on a purchase order for your company, could you let me know if we are one of your customers using the GSA contract. Our IT dept could not tell me if we are. The contract is GS 35F0481W. Could you also let me know if your company might be working with the State of New Mexico purchasing division as we use those contract as well.

Thanks and let me know

Mario Romero, Buyer
New Mexico Highlands University
Purchasing Department
Box 9000
Las Vegas, NM 87701
mrromero@nmhu.edu
505 454 3195
505 454 3109 fax

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER

PURCHASE ORDER # P0132309 Page 1
 DATE OF P.O. 03/08/13
 BLANKET #

TO: @00248272

VENDOR CODE

D2L Ltd.
 715 St Paul Street
 Baltimore MD 21202

ADDRESS CORRESPONDENCE TO Michael Saavedra DATE REQUIRED 03/08/13

PAYMENT TERMS BUYER NAME

SHIP VIA

ACCOUNT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
12400-290000-7550-180	1	OPEN PURCHASE ORDER				
12400-290000-7550-180	2	Learning environment 2700 FTE @ 9.95	1	LOT	26,865.00	
12400-290000-7552-180	3	Hosting fee 2700 @ 5.50	1	LOT	14,850.00	
12400-290000-7550-180	4	Annual maintenance for Test Equipment	1	LOT	2,500.00	
12400-290000-7552-180	5	Hosting fee for Test Equipment	1	LOT	2,500.00	
		Annual maintenance for SIS Integration	1	LOT	3,000.00	

SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS

SHIP TO:
 Shay Bassett/IT Services
 NMHU - Central Receiving
 1005 Diamond Avenue
 Las Vegas NM 87701

MAIL ORIGINAL INVOICE TO:
 New Mexico Highlands University
 Attn: Accounts Payable
 P.O. Box 9000
 Las Vegas New Mexico 87701
 Telephone: 505-454-3442

IMPORTANT INSTRUCTIONS

Purchasing Department
 New Mexico Highlands University
 Las Vegas, NM 87701

TOTAL

CONTINUED

- Mail all invoices to Accounts Payable.
- This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading
- Please acknowledge order and advise shipping date.
- This Purchase Order is subject to the terms and conditions on the reverse side.
- Payment terms? 45-30 from the date of receipt and acceptance, except for purchase of construction.

Telephone: 505-454-3195 or 454-3249
 Fax: 505-454-3109
 DEPARTMENT COPY

By: 
 THIS PURCHASE ORDER IS VALID ONLY V _____ THE WRITTEN
 APPROVAL BY THE PURCHASING OFFICER. SIGNATURE.

PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER # P0132309 Page 2
DATE OF P.O. 03/08/13
BLANKET #

TO: @00248272

VENDOR CODE
D2L Ltd
715 St Paul Street
Baltimore MD 21202

ADDRESS CORRESPONDENCE TO ▶ DATE REQUIRED 03/08/13

Michael Saavedra

PAYMENT TERMS BUYER NAME

SHIP VIA

COMMODITY DESCRIPTION

QUANTITY

U/M

UNIT PRICE

EXTENDED

12400-29000-7552-180	6	Premium support IASC/20 incidents/mo	LOT	6,785.00
12400-29000-7552-180	7	Annual maintenance for LDAP/IPSCT integration	LOT	350.00

SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS

SHIP TO:
Shay Bassett/IT Services
NMHU - Central Receiving
1005 Diamond Avenue
Las Vegas NM 87701

MAIL ORIGINAL INVOICE TO:
New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000
Las Vegas, New Mexico 87701
Telephone: 505-454-3442

ACCOUNT	ITEM	DISCOUNT:	ADD'L CHARGES:	TOTAL TAXES:
		.00	.00	.00

IMPORTANT INSTRUCTIONS

- Mail all invoices to Accounts Payable.
- This Purchase Order Number must be on all invoices, Packages, Shipping Labels and Bills of Lading.
- Please acknowledge order and advise shipping date.
- This Purchase Order is subject to the terms and conditions on the reverse side.
- Payment terms net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
New Mexico Highlands University
Las Vegas, NM 87701

Telephone: 505-454-3195 or 454-3249
Fax: 505-454-3109

TOTAL

56,850.00

By: Michael Saavedra
THIS PURCHASE ORDER IS VALID ONLY UNTIL THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

SENDING REPORT

Mar. 11 2013 08:03AM

YOUR LOGO : NMHU
YOUR FAX NO. : 5054543109

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	915197720324	Mar. 11 08:00AM	02'54	SND	02	OK

TO TURN OFF REPORT, PRESS 'MENU' #04.
THEN SELECT OFF BY USING '+' OR '-'.

FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

P.O.

132309

DO NOT WRITE IN BOX BELOW

SUGGESTED VENDOR:

@00248272

Desire2Learn

715 St. Paul Street Baltimore, MD 21202

Fax: 519-772-0324 Tele: 519-772-0325

John.Baker@Desire2Learn.com

SHIP TO:

New Mexico Highlands University

Attn: Information Technology Department

1005 Diamond Ave

Las Vegas, NM 87701

ATTN: Shay

Date 03/08/13

Terms (Net 30)

Bid/Proposal/SPD/GSA Continuation from PO# 21756Buyer Approval MJSole source.Date: Jul 3, 2012Dept. Name **Information Technology Services**User Contact Doris Gallegos Ext 3168Date Wanted (REQUIRED) : Jul 3, 2012Blanket Order Effective Dates: Jul 3, 2012 to Jun 30, 2013

FUND	ORG	ACCOUNT	PROGRAM	%	\$
Account 1	12400	29000	7550	180	100
Account 2	12400	28000	7552	180	100
Account 3					
Account 4					

NO.	QTY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
FY13 (June 1, 2012 to June 30, 2013)					
1	2,700		Learning environment- 2,700 FTE	\$9.95	\$26,865.00
2	2,700		Hosting fee	\$5.50	\$14,850.00
3	1		Annual maintenance for Test Environment	\$2,500.00	\$2,500.00
4	1		Hosting fee for Test Environment	\$2,500.00	\$2,500.00
5	1		Annual maintenance for SIS Integration	\$3,000.00	\$3,000.00
6	1		Premium Support -1ASC/20 Incidents/mo.	\$6,785.00	\$6,785.00
7	1		Annual maintenance for LDAP/IPSCT Integration	\$350.00	\$350.00

New Mexico Highlands University
Purchasing Department

MAR - 8 2013

For: IT Services
PLEASE FAX TO VENDOR

RECEIVED

Total Estimated Cost

\$56,850.00

✓

FUND SUPERVISOR SIGNATURE (REQUIRED)

Signature Name (Typed)

Max Baca

DATE

APPROVALS

DATE

PRESIDENT (OVER \$30,000.)

3/7/13

FOOD

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

Revised Oct 30, 2008

Invoice



Invoice US000660
Date 6/1/2012
Account Number 1000257

D2L Ltd.
715 St. Paul Street
Baltimore Maryland 21202

1-888-772-0325

Bill To: New Mexico Highlands University
Box 9000
Las Vegas NM 87701

Ordered	Description	Purchase Order No.	Payment Terms
			Net 30
2,700	Learning Environment - up to 2,700 FTE (July 1, 2012 to June 30, 2013)	US\$ 9.95	US\$ 26,865.00
2,700	Hosting Fee - up to 2,700 FTE (July 1, 2012 to June 30, 2013)	US\$ 5.50	US\$ 14,850.00
1	Annual Maintenance for Test Environment (July 1, 2012 to June 30, 2013)	US\$ 2,500.00	US\$ 2,500.00
1	Hosting Fee for Test Environment (July 1, 2012 to June 30, 2013)	US\$ 2,500.00	US\$ 2,500.00
1	Annual Maintenance for SIS Integration (July 1, 2012 to June 30, 2013)	US\$ 3,000.00	US\$ 3,000.00
1	Premium Support - 1 ASC/20 Incidents per Month (July 1, 2012 to June 30, 2013)	US\$ 6,785.00	US\$ 6,785.00
1	Annual Maintenance for LDAP/IPSCT Integration (July 1, 2012 to June 30, 2013)	US\$ 350.00	US\$ 350.00

Thank you for your business!

Please email accountsreceivable@desire2learn.com with questions regarding this invoice.
Past due accounts are subject to an interest surcharge of 1.5% per month (19.6% per year)

Subtotal	US\$ 56,850.00
Tax	US\$ 0.00
Total	US\$ 56,850.00



To: Vice President for Finance and Administrative Services
Through: Max Baca, Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: June 27, 2012
Subject: Purchase Requisition Cover Memo

Justification:

Desire2Learn is used as the main learning management system (LMS) for the University. It is used for internet based instruction in conjunction with classroom enhancement. Without license renewal each year we would not have internet courses available to students and faculty. This is for the yearly re-licensing during the FY13.

P0121756

NEW MEXICO HIGHLANDS UNIVERSITY
PURCHASING DEPARTMENT

SOLE SOURCE/BRAND JUSTIFICATION

INSTRUCTIONS: For requisitions over \$2,500, briefly describe the items or services requested and list in detail the reasons for requesting the Sole Source designation. See attached Desire2Learn. Include substantiating data such as: companies contacted and the reason for elimination, technical data, etc. Since this is a request to depart from the mandated procedure for competition, requests without support cannot be considered. The University buyer may require additional information, and remains the final authority in the determination of a sole source acquisition.

ITEM/SERVICE DESCRIPTION:

Online Learning Management System hosted on D2L data infrastructure.

REASON(S) FOR SOLE SOURCE/BRAND:

See Faculty Sole Brand Justification

Substantiating Data:

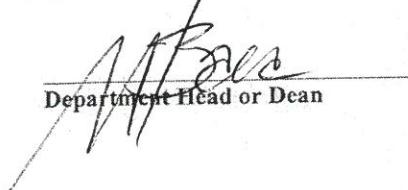
See Attached letter from Desire2Learn

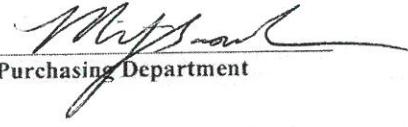
FOR THE REASONS STATED HEREIN, QWEST

Is the only source provider for NMHU.
Please contact: John Baker with Desire2Learn at 519-772-0325

Max Baca, Director, Director of IT Services
Requestor, Name and Title

APPROVALS:


Department Head or Dean


Purchasing Department



November 23, 2011

Via e-mail

Max Baca
Director of Information Technology Services
New Mexico Highlands University,
Box 9000, Las Vegas,
NM 87701

Re: Sole Source Letter

Dear Mr. Baca:

Please accept this letter as confirmation that Desire2Learn Incorporated through its subsidiary, D2L Ltd., is the sole provider of the Desire2Learn® Learning Environment in North America. Additionally, we do not have any other distributors or resellers in North America. There is no other source for this product.

We are also offering New Mexico Highlands University unique pricing.

Please let us know if you have any additional questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "B. Nussey".

Brandon Nussey
Chief Financial Officer
Desire2Learn Incorporated
1-519-772-0325
Brandon.Nussey@Desire2Learn.com
<http://www.Desire2Learn.com>

cc: Ryan LeClaire, Senior Enterprise Sales Executive

PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY*

TO: 000248272

VENDOR CODE

D2L Ltd
715 St Paul Street
Baltimore MD 21202

ADDRESS CORRESPONDENCE TO →

PAYMENT TERMS

Michael Saavedra
BUYER NAME

F.O.B. POINT

ACCOUNT

ITEM

SHIP VIA

COMMODITY DESCRIPTION

OPEN PURCHASE ORDER
JULY 1, 2013-JUNE 03, 2014
IN ACCORDANCE WITH GS-35F-0481W; 6/8/2015

1

Maintenance NMHU Learning Environment System

2

GRT

12400-28000-7552-180 1
12400-28000-7524-180 2

LOT

LOT

69,656.53

5,616.06

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading.
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document.
5. Payment terms are net 30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
New Mexico Highlands University
Las Vegas, NM 87701

Telephone: 505-454-3195 or 454-3249
Fax: 505-454-3109

ORIGINAL

SHIP TO:
SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS

Doris Gallegos/IT Services
NMHU - Central Receiving
1005 Diamond Avenue
Las Vegas NM 87701

DATE REQUIRED

07/03/13

MAIL ORIGINAL INVOICE TO:

New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000
Las Vegas, New Mexico 87701
Telephone: 505-454-3442

DISCOUNT:
ADD'L CHARGES:
TOTAL TAXES:

TOTAL
75,272.59

By: Mark Michael
THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

JUL. 05 2013 07:54AM

YOUR LOGO : NMHU
YOUR FAX NO. : 5054543109

NO. OTHER FACSIMILE START TIME USAGE TIME MODE PAGES RESULT
01 915197720324 JUL. 05 07:53AM 01,03 SND 01 OK

TO TURN OFF REPORT, PRESS 'MENU', #04.
THEN SELECT OFF BY USING '+', OR '-'.

FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).

SENDING REPORT

Revised Oct 30, 2008

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUESTION

VP FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

FOOD

DATE

APPROVALS

DAILY

10 —

Signature Name (Typed)

\$75,272.59

RECEIVED

JUL - 1 2013

Worshiping God and His Kingdom

PLEASE FAX TO VENDOR

FY14	July 1, 2013-June 03, 2014	Mainframe-NMU Learning Environment System	\$69,656.53	\$69,656.53	GRT
			\$5,616.06	\$5,616.06	

NO.	QTY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
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FUND	ORG	ACCOUNT	PROGRAM	%	\$
Account 1	12400	28000	7552	180	100
Account 2	12400	28000	7524	180	100
Account 3					\$5,616.06
Account 4					

Blanks Order Effective Dates: Jul 1, 2013 to Jun 30, 2014 ALTN: Shay Las Vegas, NM 87701

1000 Diamond Ave
Date Wanted (REQUIRED): Jul 1, 2013

ATLUS: Information Technology Department | User Contact | Doris Gallegos | Ext. 3168

New Mexico Highlands University | Information Technology Services

SHIP TO: Now Music High School - Dept Name _____

John.Bakker@Desire2Learn.com

Fax: 519-772-0324 Tele: 519-772-0325

715 St. Paul Street Baltimore, MD 21202

Desire2Learn
www.d2l.ca

SUGGESTED VENDOR:
000318373

DO NOT WRITE IN BOX BELOW

THIS IS NOT A PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUEST FORM

Desire2Learn is used as the main learning management system (LMS) for the University. It is used for internet based instruction in conjunction with classroom enhancement. Without license renewal each year we would not have internet courses available to students and faculty. This is for the yearly re-licensing during the FY14.

Justification:



To: Vice President for Finance and Administrative Services
Through: Max Baca, Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: June 27, 2013
Subject: Purchase Requestion Cover Memo

Orderd	Purchase Order No.	Payment Terms	Unit Price	Description
2,700	Learning Environment - up to 2,700 FTE (July 1, 2013 to June 30, 2014)*	USS 10.45	USS 28,215.00	Hosting Fee - up to 2,700 FTE (July 1, 2013 to June 30, 2014)*
			USS 5.78	USS 15,606.00
			USS 2,625.00	Annual Maintenance for Test Environment (July 1, 2013 to June 30, 2014)*
			USS 2,625.00	Hosting Fee for Test Environment (July 1, 2013 to June 30, 2014)*
			USS 3,150.00	Annual Maintenance for SIS Integration (July 1, 2013 to June 30, 2014)*
			USS 7,124.25	Premium Support - 1 ASC/20 Incidents per Month (July 1, 2013 to June 30, 2014)*
			USS 367.50	Annual Maintenance for LDAP/IPSCT Integration (July 1, 2013 to June 30, 2014)*
			USS 2,500.00	Annual Maintenance for Self-Directed Training (July 1, 2013 to June 30, 2014)*
			USS 6,300.00	Capture On-Premise Server License (July 1, 2013 to June 30, 2014)*
			USS 525.00	Capture Additional Device License (July 1, 2013 to June 30, 2014)*
			USS 944.99	Capture Entry Level Support (July 1, 2013 to June 30, 2014)*
			USS 124.99	SLA Credit for January 2013
			USS 124.99	SLA Credit for February 2013
			USS 63.87	SLA Credit for March 2013
			USS 12.36	SLA Credit for April 2013

INVOICE

Invoide U5001194
Date 6/1/2013
Account Number 1000257

Desire2Learn®
Innovative Learning Technology
D2L Ltd.

715 St. Paul Street
Baltimore Maryland 21202
1-888-772-0325

Bill To:
New Mexico Highlands University
Box 9000
Las Vegas NM 87701

Please email account receivable@desire2learn.com with questions regarding this invoice.
Past due accounts are subject to an interest surcharge of 1.5% per month (19.6% per year)

	Subtotal	Tax	Total	US\$ 69,656.53
US\$ 0.00	US\$ 69,656.53	US\$ 0.00	US\$ 69,656.53	US\$ 69,656.53

Thank you for your business!

Order ref	Purchase Order No.	Payment Terms	Description	Unit Price	Ext. Price	*Fees Adjusted by 5%
		Net 30				

Account Number 1000257
Date 6/1/2013
Invoice US001194

 Desire2Learn Innovative Learning Technology

Invocié

Contract #:	GS-35F-0481W	SOCIO-Economic:	Small business	EPLS :	151 CHARLES ST W SUITE 400 KITCHENER, ON N2G 1H6 Address:	Contractor not found on the Excluded Parties List	CANADA Phone:	519-772-0325 Deborah W. Lanier Phone: 703-605-2773 E-Mail: cian.osullivan@desire2learn.com http://www.desire2learn.com Web Address:	511210 DUNS:	View the specifics for this contract Contract Clauses/Exclusions:	Source	Title	Contractor Number	Contract End Date	Category	View Catalog	70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	Jun 8, 2015 132 32 COOP PURCH 132 34 COOP PURCH 132 51 COOP PURCH 132 52 COOP PURCH GSA Advantage! GSA Advantage! GSA Advantage! GSA Advantage!
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(Vendors) How to change your company information

Contractor Information

GSA	Federal	Acquisition	Service	Home	Buy - quotes	GSA Advantage - online shopping	Help
<input style="width: 150px; border: 1px solid black; height: 15px; margin-right: 5px;" type="text" value="Search:"/> <input style="width: 30px; height: 15px;" type="button" value="Go"/>							
all the words							

FPDs Code D307 Automated Information Systems Design and Integration Services
 FPDs Code D306 IT Systems Analysis Services
 FPDs Code D302 IT Systems Development Services
 FPDs Code D301 IT Facility Operation and Maintenance

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communication regardless of the medium used to communicate: telephone support, online technical support, customized expertise which are charged commercially, or line technical support, and/or technical expertise with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

NOTE: Offers are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.csrc.gov>.

Special Physical, Visual, Speech, and Hearing Aid Software
 Communications Software
 Utility Software
 Electronic Commerce (EC) Software
 Application Software
 Large Scale Computers
 Microcomputers
 Special Physical, Visual, Speech, and Hearing Aid Software
 Communications Software
 Utility Software
 Electronic Commerce (EC) Software
 Application Software
 Large Scale Computers

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34). Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package that are included in the purchase price of the software product. It may also include other functions and technology to maintain the operability and usability of the software product. It may also include other software maintenance as a product publishing of bug/defect fixes via patches and updates/upgrades in self diagnosis.

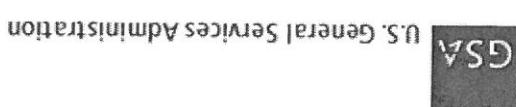
SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

Note: Desire2Learn Incorporated wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments: 132-32, 132-34, 132-51 & 132-52

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

AUTHORIZED



Products and ordering information in this Authorized FSS Information Technology Schedule PriceList are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

PriceList current through Modification #1, dated June 9, 2010.

Federal Supply Service

General Services Administration

Period Covered by Contract: June 9, 2010 through June 8, 2015

DUNS: 202018573

Contract Number: GS-35F-0481W

www.desire2learn.com

Fax: (519) 772-0324

Phone: (519) 772-0325

Kitchener, Ontario, Canada, N2G 1B9

Suite 200

305 King Street West

Desire2Learn Incorporated

Services

FPPS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager

FPPS Code D304 Navigation Services

FPPS Code D304 E-Mail Services

FPPS Code D304 Value Added Network Services (VANs)

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

agreements.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation maintenance, integration services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Note 2: Offers and Agencies are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartography, production, remote sensing, geographic information systems, and related services. FAR 36.6(d) distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidentally accepted A/E services.

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

FPPS Code D399 Other Information Technology Services, Not Elsewhere Classified

FPPS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or

FPPS Code D316 IT Network Management Services

FPPS Code D311 IT Data Conferencing Services

FPPS Code D310 IT Backup and Security Services

FPPS Code D308 Programming Services

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	4
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE	11
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TABLE OF CONTENTS

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

(S19) 772-0325

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Information for wire transfer payments will be shown on the invoice.

Under this contract, The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for the credit card for payments equal to or less than the micro-purchase for oral or written orders

Krichener, Ontario, Canada, N2G 1B9

Suite 200

305 King Street West

Desire2Learn Incorporated

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

- The Geographic Scope of Contract will be domestic delivery only.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic and overseas delivery.

Offers are requested to check one of the following boxes:

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

1. GEOGRAPHIC SCOPE OF CONTRACT:

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

Small businesses among those considered when selecting price lists for a best value determination.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned businesses among those considered when selecting price lists for a best value determination.

Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

Line shopping service (www.gsaadvantage.gov). The catalogs/price lists, GSA Advantage!™ and the Federal Line shopping service contractors or consider reasonably available information by using the GSA Advantage!™ on-line at least three schedule contracts to consider the catalogs/price lists of

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of

Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedule, and to report accomplishments against these goals.

SBAs strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance

SPECIAL NOTICE TO AGENCIES: Small Business Participation

APPLICABLE TO ALL SPECIAL ITEM NUMBERS
INFORMATION FOR ORDERING ACTIVITIES

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM resources, service acceptability (contracted bandwidth and power, pre-arranged Host Nation Agreement elements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less); the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Orders are fully operational.

URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreement upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

* To be negotiated between Contractor and Ordering Activity

SPECIAL ITEM NUMBER	DELIVERY TIME (Days A.R.O.)
132-32	* Days
132-34	* Days
132-31	* Days
132-52	* Days

DELIVERY SCHEDULE TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (A.R.O.), as set forth below:

FOB DESTINATION

Block 9: G. Order/Moldification Number Under Federal Schedule Contract	Block 16: Data Universal Numbering System (DUNS) Number: <u>202018573</u>	Block 30: Type of Contractor: <u>B. Other Small Business</u>	Block 31: Woman-Owned Small Business - <u>No</u>	Block 37: Contractor's Taxpayer Identification Number (TIN): <u>98-0464830</u>	Block 40: Veteran Owned Small Business (VOSB): <u>No</u>	CAGE Code: <u>L1769</u> CAGExxx has registered with the Central Contractor Registration Database.
4a.	4b.	4c.	4d.	4e.	4f.	4g.

STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF
STANDARD FORM 279:

The Contractor shall not be liable for any injury to or damage to equipment maintained by the Contractor, unless such injury or damage is due to the property arising from the use of equipment personnel or damage to ordered activity fault or negligence of the Contractor.

3. LIABILITY FOR INJURY OR DAMAGE

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreement or landing rights, or other time circumstances may include delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.
 a. Prompt Payment: **0%**, **Net 30** days from receipt of invoice or date of acceptance, whichever is later
 b. Quantity: **None**
 c. Dollar Volume: **None**
 d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
 e. Other: **None**

8. TRADE AGREEMENTS ACT OF 1979, as amended:
 a. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment).
 b. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 c. Special Item Number 132-32 - Term Software Licenses
 d. Special Item Number 132-34 - Maintenance of Software as a Service
 e. Special Item Number 132-31 - Information Technology Professional Services
 f. Special Item Number 132-52 - Electronic Commerce (EC) Services
 g. Order requirements shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 h. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 i. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS
 a. Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 b. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 c. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):
 a. Federal Telecommunications Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
 b. Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication."

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (e) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications should be factored into the price offered under the Multiple Award Schedule program.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract.
- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All allowable travel and per diem charges are governed by Pub L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunications are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

Information concerning Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS should be referred to the NIST Sales Office, and orders for subscription service should be referred to the NIST Subscription Officer, both at the same address, or telephone number (703) 487-4650.

Standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NIST Information Service (NITS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards for individual orders for FIPS.

Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NITS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards for individual orders for FIPS.

- NOTE: Open Market items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

PURCHASE OF OPEN MARKET ITEMS

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: [NETSCAPE](http://www.gsaadvantage.gov)). The Internet address is <http://www.gsaadvantage.gov>

16. CSA A1

- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(f) Availability of Funds: Many Government agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract of any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(g) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Through (m) Termination for Convenience, and (m) Termination for Cause (See 52.212-4).

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, demolition, and reinstallation services under SLN 132-8 or 132-9.

However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. A public building or public work that is incidental to furnishing supplies or equipment under a supply contract, a public building, equipment, or services. For example, the requirement does not apply to simple installation or alteration of supplies, equipment, or services. The requirement is incidental to the furnishing of labor. The requirement less than the prevailing wage rates as determined by the Secretary of Labor, upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirement of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing directly upon the site of public works with the United States, shall contain a clause that no laborer or mechanic employee of public buildings or structures shall receive less than the prevailing wage rates as determined by the Secretary of Labor or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALATION, DEMOLITION, REINSTALATION

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

21. CONTRACTOR TEAM ARRANGEMENTS

The use of PBAs under any schedule contract to fill repetitive needs for supplies or services is allowable. PBAs may be established with one or more schedule contractors. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (PBAs)

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

Not Applicable

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair as equipment in areas listed in the price list outside the 48 contiguous states and the District of Columbia, except as indicated below:

19. OVERSEAS ACTIVITIES

- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- (2) Technical representations and/or warranties concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/package submitted in response to requirements which result in orders under this schedule contract.

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

27. ADVANCE PAYMENTS

Offers are encouraged to identify within their software items any component interface that supports open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at [http://www.Govе.гоv](http://www.Govे.гоv).

26. SOFTWARE INTEROPERABILITY.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, or whichever period is longer—
- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

- (b) The following statement:
- (a) A copy of the orderization from the prime contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—
- Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

The EIT standard can be found at: www.Section508.gov/.
Electronic and Information Technology (EIT) at the following: www.desire2learn.com/access/
If applicable, Section 508 compliance information on the supplies and services in this contract are available in

23. SECTION 508 COMPLIANCE.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

b. Notwithstanding the above Section 2(a), the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for the particular purpose described in this contract.

d. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial price list will apply to this contract.

Under the ordering activity which is manufactured by Desire2Learn Incorporated will substantially conform to applicable Documentation for a period of ninety (90) days after the relevant Available Date, provided that: (i) Desire2Learn Incorporated has received all amounts owed under this Agreement; (ii) ordering activity is not in material breach of this Agreement; (iii) ordering activity has installed any Corrections, Upgrades and Updates made available to ordering activity; (iv) ordering activity has notified Desire2Learn Incorporated in writing of any failure of the Software to conform to the foregoing warranty within the warranty period, and (v) ordering activity has not altered the Software without the prior written consent of Desire2Learn Incorporated.

2. GUARANTEE/WARRANTY

Subject to guarantee/warranty, the Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been ordered for acceptance. The ordering activity reserves the right to inspect or test any software that has been delivered for replacement. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

1. INSPECTION/ACCEPTANCE

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32) AND MAINTENANCE AS A SERVICE (SPECIAL
ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION
ITEM NUMBER 132-34) OF TECHNOLOGY SOFTWARE

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3224). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

2. Software Maintenance as a Service (SIN 132-34)

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product includes the publishing of bug/patch fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software/maintenance. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes such as user forums, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted blogs, discussion rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnosis.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

11. SOUTHWEST MICHIGAN CHURCH AS A FOUNDATION (SIN 132-32 OF SIN 132-33)

Social media management as it is defined: (social software management type):

SOFTWARE MAINTENANCE

*extended and additional support available for fee

The contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 877-325-7778, 24 x 7, for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM to 8 PM*.

3. TECHNICAL SERVICES

- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity database. For ordering activity public domain databases, user agencies and third parties may use the database. The user ordering activity will take the subdivision did not participate in the acquisition of the software. Further, the software may be used at the site if the software is placed at, even if activity (service, bureau, division, command, etc.) that has access to the site the ordering level or independent ordering activity. The software may be used by any subdivision of the ordering otherwise specified.

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.
- b. The continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- the available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to be achieved during a particular fiscal year; it is a written Contractor commitment does not have to be automatic for automatic accrual of a fully paid-up perpetual license does not activity. The period of continuous term license for software product shall automatically accrue to the ordering fully paid-up, non-exclusive, perpetual license for a period of Not Applicable* months, a

7. TERM LICENSE CESSATION - NOT APPLICABLE

- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to Not Applicable% of all term license payments during the period that the software was under a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term license and/or maintenance is to be terminated at that time. Orders for the continuation of licenses and/or maintenance will be required if the term license and/or maintenance is to be continued during the subsequent period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

The Contractor shall insert the discounted pricing for right-to-copy licenses.

11. RIGHT-TO-COPY PRICING - NOT APPLICABLE

The Contractor shall include, in the schedule price list, a complete description of each software product and a list of the equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

Another credit will be allowed to the ordering activity when conversion from one version of the software to

another is made as the result of a change in compatibility when conversion of the new version of the software to

"Commercial Computer Software" may be marked with the Contractor's standard commercial (5) "Commercial Computer Software" are the only governing terms and conditions included in the standard commercial resticted rights legend, but the schedule contract and schedule price list, including this clause, "Utilization restrictions" are the only governing terms and conditions, and shall take precedence over any different or additional terms and conditions included in the standard commercial legend.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(3) Except as provided in paragraph 8.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation to any third party without the prior written approval of the Contractor, or any portion thereof, in any form, to any third subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtain without restrictions.

with the user ordering activity's permitted use of the computer programs and documentation of this section, all such permitted third parties shall be deemed agents of the user ordering activity. For purposes with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's property, the Contractor, or otherwise, to protect the Contractor's proprietary property appropriate action by instruction, agreement, or otherwise, to prohibit the ordering activity from

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the end of the contract period, or purchases of funds and the period for which funds are available shall include FAP 32.232-19 (Deviation - May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- b. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established contracts. General Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

3. ORDER

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectives of the contract.

2. PERFORMANCE INCENTIVES - FSS-60 Performance Incentives (April 2000)

- a. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

1. SCOPE

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)	
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All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent contractor, and not as an agent or employee of the ordering activity.

INDEPENDENT CONTRACTOR

subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT professional Services.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.27-14 (Dec 2007) Rights in Data - General, may apply.

7. RESPONSIBILITIES OF THE CONTRACTOR

1 The inspection of services-fixed price (AUG 1996) (Deviation 1 - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The inspection-Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6. INSPECTION OF SERVICES

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(c) A stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

Officer may receive and act upon the claim submitted at any time before final payment under this contract
stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting

(1) The step-work order results in intermediate time required for the Contractor's cost properly allocable to, the performance of any part of this contract; and

(6) In a stop-work order issued under this clause is commenced or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if

(2) I terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(1) Cancel the stop-work order; or
within any extension of time period to which the parties shall have agreed, the Contracting Officer shall either-

terms and take all reasonable steps to minimize the imbalance of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor or

Contractor, and for any further period to which the parties may agree. The order shall be delivered to the
stop-work order issued under this clause 1 and executed by the contractor in accordance with the
terms of this clause 1.

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the

STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.
- (2) Subcontractors; and/or
- (1) The offeror;
- performed by —
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor solicitation.
- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- insert the following provision:
- Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), (DEVIATION 1 - FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE 1 - OCT 2008) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under
- For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE 1 - OCT 2008) (DEVIATION 1 - FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under

12. PAYMENTS

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

11. INVOICES

b. To avoid organizational conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractor, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against scheduled contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its successors or assigns of the Contractor, any entity into which the Contractor subsequently merges or affiliates, or any other successor or affiliate, either directly or indirectly, or through a joint venture involving the Contractor and any joint venture involving the Contractor, subsidiaries, subcontractors at any tier, and consultants and any joint venture involving the Contractor, officers, employees, and contractors at any tier, and joint venture, partnership, or corporation that is a party to this contract.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

a. Definitions.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- NOTE:** All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.
- Minimum Education:** Bachelor's Degree in Computer Science
- Functional Responsibility:** Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.
- Minimum/Generic Experience:** Three (3) years of technical experience which applies to systems analysis and design techniques, complex computer systems. Requires competence in all phases of systems analysis, synthesis techniques, concepts and methods; also requires knowledge of available hardware, software, system packages.
- EXAMPLE:** Commercial job title: System Engineer
- The following is an example of the manner in which the description of a commercial job title should be presented:
- a. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
- b. Pricing for all IT Professional Services shall be in accordance with the service should be provided.
- 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- The ordering activity may require that the Contractor furnish any of the work called for in a task order.
- written consent before placing any subcontract for furnishing any of the work called for in a task order.
13. APPROVAL OF SUBCONTRACTS

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

13. RESUMES

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

5. STOP-WO

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the defining activity.

b. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

c. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed.

d. Establishes General Government per diem rates will apply to all Contractor travel. Contractors cannot use CSA city pair contracts.

4. PERFORMANCE OF SERVICES

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond fiscal year for which funds are available shall include FAR 52.232-19 (Deviation - May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

3. ORDER

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectives tasks. Incentives shall be based on objectives tasks.

1. SCOPE

ELECTRONIC-COMMERCIAL (EC) SPECIAL IDENTIFICATION NUMBER 132-52
TERMS AND CONDITIONS APPLICABLE TO

An "Organization conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may other successors or assignee of the Contractor.

Involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any directors, officers, subsidiaries, contractors at any tier, and consultants and any joint venture, "Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives,

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

a. Definitions.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

9. INDEPENDENT CONTRACTOR

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

7. RESPONSIBILITIES OF THE CONTRACTOR

The inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The inspection-Time-and-Materials and Labor-Hour (May 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6. INSPECTION OF SERVICES

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

Officer may receive and act upon the claim submitted at any time before final payment under this contract stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting

The Contractor asserts its right to the adjustment within 30 days after the end of the period of work allocable to, the performance of any part of this contract; and

If a stop-work order issued under this clause is canceled or the period of the order is modified, in writing, according to the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, the delivery resume work. The Contracting Officer shall make an equitable adjustment in expenses, the Contractor shall resume work. The Contracting Officer shall extend the period of the order or any extension thereof

the Government, clause of this contract. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

Cancel the stop-work order; or shall have agreed, the Contracting Officer shall either:

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

14. APPROVAL OF SUBCONTRACTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

13. INCIDENTAL SUPPORT COSTS

(iii) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(ii) Subcontractors; and/or

(i) The offeror;

category applies to labor performed by —

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor

a. The Government approves award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

Contract 52216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial item (ALTERNA TE I—OCT 2008) (DEVIATION 1—FEB 2007) applies to labor-hour orders placed under this

(ALTERNA TE I—OCT 2008) (DEVIATION 1—FEB 2007) applies to time-and-materials placed under this contract. For labor-hour

orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009)

(DEVIATION 1—FEB 2007) applies to time-and-materials contracts at FAR 52.212-4 (MAR 2009) (ALTERNA TE I—OCT 2008)

Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNA TE I—OCT 2008)

made only when authorized by the order. For time-and-materials orders, the Payment under

vouchers, the prices stipulated in this contract, upon submission of proper invoices or

firm-fixed price orders the ordering activity shall pay the Contractor, upon receipt of proper invoices or

12. PAYMENTS

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

11. INVOICES

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, their executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses to supply products and services to our company.

To develop and promote company policies initiatives that demonstrate our support for awarding contracts and subcontracts to small businesses concerns.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunities workshops, minority businesses enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Cian O'Sullivan, (P) 519-772-0325 x260, (E) cian.sullivan@desire2learn.com and CC legal@desire2learn.com, (F) 519-772-0324

COMMITMENT

Desire2Learn Incorporated provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our programs, joint ventures, teaming arrangements, and subcontracting.

We pledge to provide opportunities to the small business community through reselling resellings in our contracts, mentor-protected

PREAMBLE

USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

Ordering Activity	Date	Contractor	Date
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Signatures

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).

Federal Supply Schedule contracts in accordance with Federal Acquisition Regulation (FAR) 9.6.

Federal Supply Schedule contracts, solicitations and the evaluation of offers. Teaming Arrangements are permitted development of technical documents, solicitations and open market costs such as: search for sources; the individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

(Insert Customer Name)

BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
BEST VALUE

- (a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

POINT OF CONTACT

OFFICE

(6) The following office(s) is hereby authorized to place orders under this BPA:

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(4) This BPA does not obligate any funds.

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

DELIVERY SCHEDULES / DATES

DESTINATION

(2) Delivery:

*SPECIAL BPA DISCOUNT/PRICE

MODEL NUMBER/PART NUMBER

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):
Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA). All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

BLANKET PURCHASE AGREEMENT
(CUSTOMER NAME)

BPA NUMBER

- (10) The requirements of a proper invoice are specified in the Federal Supply Schedule Contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (9) (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.
- (e) Purchase Order Number;
(f) Date of Purchase;
- (g) (e) Quantities, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirements.
 - Federal Supply Schedule Contractors may individually meet the customers needs, or -
 - The customer identifies their requirements.
 - Customers make a best value selection.
- Here is a general outline on how it works:
- Customers should refer to FAR 9.6 for specific details on Team Arrangements.
- Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.
- Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.
- These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.
- Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.
- BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

(E) cian.osullivan@desire2learn.com

(F) 519-772-0324

(P) 519-772-0325 x260

Cian O'Sullivan

POC:

Baltimore MD 21202

715 St. Paul Street

D2L Ltd.

Participating Dealer
Desire2Learn Incorporated



Minimum Education: A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience.

Minimum Experience: A minimum of two (2) years of experience with related technology management. Knowledgeable in Information Technology, including systems development life-cycle, business modeling, systems integration/implementation, methodology, including systems development life-cycle, experience in use of MS Project; MS Office, MS Outlook, MS Visio and other office tools.

- Maintains awareness on emerging technology
- Ensures adherence to legally binding requirements
- Conducts post project reviews to ensure all deliverables are met and resolve technical/operational issues
- Coaches and advises team members to accomplish project goals, to meet established schedules, and resolute technical issues
- Develops project control and reporting procedures and manages changes in operational plan
- Identifies and assesses risks, severity and impacts; determines and mitigate management issues
- Coordinates project requirements, scope, and change management
- Develops and/or presents project status reports to various levels within management and the customer
- Prepares and/or presents project status reports to customers and clients
- Undertakes regular status review meetings among project team members and clients
- Plans, schedules, monitors, and reports on activities related to the project; including financial health and status of the project; all risks, issues, changes; deliverables; etc.
- Leads the project team in determining customer requirements and translating requirements into operational plans
- Oversees the implementation of small and large IT projects to customers
- Develops, administers and controls the budget and P&L for the project
- The Project Manager manages and implements projects from initiation to final operational stage.
- Single or multiple customer information technology projects from beginning to end, including responsibility for project scope, costs, and deliverables.
- Functional Responsibility: The Project Manager oversees the planning, implementation and tracking of single or multiple customer information technology projects from beginning to end, including responsibility for project scope, costs, and deliverables.

Project Manager I

Desire2Learn Incorporated



Functional Responsibility: The Project Manager oversees the planning, implementation and tracking of single or multiple customer information technology projects from beginning to end, including responsibility for project scope, costs, and deliverables. The Project Manager manages and implements projects from initiation to final operational stage.	
Project Manager II	
• Develops, administers and controls the budget and P&L for the project.	• Oversees the implementation of small and large IT projects to customers
• Leads the project team in determining customer requirements and translating requirements into operational plans	• Leads the implementation of scope, costs, and deliverables. The Project Manager manages and implements projects from initiation to final operational stage.
• Develops plans, schedules, monitors, and reports on activities related to the project; including financial health and status of the project; all risks, issues, changes; etc.	• Prepares and/or presents project status reports to various levels within management and the customer
• Develops project control and reporting procedures and manages changes in operational plan	• Identifies and assesses risks, severity and impacts; determines and manages risk mitigation strategies, communicates risk to customer. Manages and mitigates all risks throughout life-cycle of project
• Coordinates post project reviews to ensure all deliverables are met and resolve technical/operational issues	• Coaches and advises team members to accomplish project goals, to meet established schedules,
• Ensures adherence to legally binding requirements	• Oversees projects of a larger nature or projects under general supervision from the Project Manager III
• Maintains awareness on emerging technologies	• Manages projects of a larger nature or projects under general supervision from the Project Manager III
• Conducts post project reviews to ensure all deliverables are met and resolve technical/operational issues	• Works with Account Management on project estimates, and schedules
• Coordinates post project reviews to ensure all deliverables are met and resolve technical/operational issues	• Manages activities of team members responsible for components or phases
• Ensures adherence to legally binding requirements	• Acts as Subject Matter Expert and supervisor to team members
• Maintains awareness on emerging technologies	• Manages experience in use of MS Project, MS Office, MS Outlook, MS Visio and other office tools. Project management, systems integration/implementation, methodologies, estimating and architecture, business modeling, systems integration Technology, including systems development lifecycle,
• Conducts post project reviews to ensure all deliverables are met and resolve technical/operational issues	• Experience in use of MS Project, MS Office, MS Outlook, MS Visio and other office tools. Project management, systems integration/implementation, methodologies, estimating and architecture, business modeling, systems integration Technology, including systems development lifecycle,
• Oversees projects of a larger nature or projects under general supervision from the Project Manager III	• Minimum Education: A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience.

- Functional Responsibility:** The Project Manager oversees the planning, implementation and tracking of single or multiple customer information technology projects from beginning to end, including responsibility for project scope, costs, and deliverables. The Project Manager manages and implements projects from initiation to final operational stage.
- Develops, administers and controls the budget and P&L for the project.
 - Oversees the implementation of small and large IT projects to customers.
 - Leads the project team in determining customer requirements and translating requirements into operational plans.
 - Prepares and/or presents project status reports to various levels within management and the customer.
 - Undertakes regular status review meetings among project team members and clients.
 - Develops project control and reporting procedures and manages changes in operational plan.
 - Controls project requirements, scope, and change management issues.
 - Identifies and assesses risks, severity and impacts; determines and implements risk mitigation strategies, communicates risk to customer. Manages and mitigates all risks throughout life-cycle of project.
 - Coaches and advises team members to accomplish project goals, to meet established schedules, and resolve technical/operational issues.
 - Conducts post project reviews to ensure all deliverables are met.
 - Ensures adherence to legally binding requirements.
 - Maintains awareness on emerging technology.
 - Oversees projects of a larger nature or projects under general supervision from the program manager.
 - Manages activities of team members responsible for components or phases.
 - Acts as Subject Matter Expert and supervisor to team members.
 - Oversees strategic and/or high priority action items under general direction of the Program Manager.
 - Acts as Subject Matter Expert and supervisor to other Project Managers and Project Coordinators.
 - Minimum Experience: A minimum of five (5) years of experience with related technology project management. Knowledgeable in Information Technology, including systems development lifecycle, business modeling, systems integration/implementation, methodologies, estimation and architecture.
 - Minimum Education: A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience.

Functional Responsibility: The Implementation Consultant provides project leadership, coordination, and facilitation in the successful implementation of Desire2Learn Information Technology Software products. Assesses customers technical readiness and plan software installation and configuration. Responsible for project planning; including managing the timing and scheduling of the project. Communicates to Project Manager to keep them apprised of the status of all related tasks. Documents customer requirements to manage expectations. Provides consultation to internal and external Site Administrators for Org Setup. Provides consultation and customization for Org Configuration and Customization. Provides consultation and custom training. Provides consultation on System Management. Produces and reviews system documentation and identifies documentation gaps. Conducts Statement of Work reviews. Consults on software product requirements and design reviews. Performs gap analysis on software products and tools and subsequently creates feature requests. Trains customers on the use of Desire2Learn APIs.

Minimum Experience: A minimum of three (3) years of relevant work experience. At least three (3) years of experience working with programming technologies XML and ASP. At least three (3) years of experience working with intermediate technologies XHTML and ASP.NET. At least three (3) years of experience working with computer hardware. Experience with Microsoft SQL Server Technology.

Minimum Education: A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience. Advanced degree in any of the above fields if work experience requirements are not met.

Implementation Consultant I

- Functional Responsibility:** The Implementation Consultant provides project leadership, coordination, and facilitation in the successful implementation of Desire2Learn Information Technology software products. Assesses customers' technical readiness and plan software installation and configuration. Responsible for project planning; including managing the timing and scheduling of the project. Communicates to Project Manager to keep them apprised of the status of all project related tasks. Documents customer requirements to manage expectations. Provides consultation to internal and external Site Administrators for Org Setup. Provides requirements for Org Configuration and Customization. Provides consultation and documentation to System Management. Produces and reviews system documentation and identifies documentation gaps. Conducts Statement of Work reviews. Consults on software product requirements and design reviews. Performs gap analysis on software products and tools and subsequently creates feature requests. Trains customers on the use of Desire2Learn APIs. Technical project lead.
- Minimum Experience:** A minimum of five (5) years of relevant work experience. At least three (3) years of experience working with programming technologies XML and ASP. At least three (3) years of experience working with intermediate technologies Microsoft SQL Server. Knowledge of the Software Development Life Cycle and computer hardware. Experience with Microsoft SQL Server Technologies. At least two (2) years work experience with Desire2Learn software.
- Minimum Education:** A Bachelor's degree in Computer Science, Applied Science, Information Systems, Engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience. Advanced degree in any of the above fields if work experience requirements are not met.

Implementation Consultant III

Functional Responsibility: The implementation Consultant provides project leadership, coordination, and facilitation in the successful implementation of Desire2Learn Information Technology Software products. Primary technical contact in the implementation Phase for the customer. Assesses customers technical readiness and plan software installation and configuration. Responsible for project planning; including managing the timing and scheduling of the project. Communicates to Project Manager to keep them apprised of the status of all related tasks. Documents requirements to internal and external Site Administrators for Org Setup. Provides consultation to Org Configuration and Customization. Provides consultation on System Management. Produces and reviews system documentation and identifies documentation gaps. Conducts Statement of Work reviews. Consults on software product requirements and design reviews. Performs gap analysis on software products and tools and subsequently creates feature requests. Trains customers on the use of Desire2Learn APIs. Technical project lead. Reviews Enginner documentation. Ability to analyze data, determine root cause, and provide and/or develop an appropriate solution for resolution.

Minimum Experience: A minimum of seven (7) years of relevant work experience. At least three (3) years of experience working with relevant programming technologies XML and ASP. At least three (3) years of experience working with relevant technologies XHTML and ASP. At least two (2) years work experience with Desire2Learn software. Experience with Microsoft SQL Server Technologies. Knowledge of the Software Development Life Cycle and computer hardware. Experience with Intermediate technologies. Knowledge of three (3) years of engineering, Business, or other related discipline or a minimum of five (5) years relevant specialized experience. Advanced degree in any of the above fields if work experience requirements are not met.

Minimum Education: A Bachelor's degree in a technical or related field, or a minimum of five (5) years relevant specialized experience.

- ASP / ASP.NET
- Macromedia Flash (including Flash video and Action Script)
- CSS
- HTML
- Adobe Photoshop
- Macromedia Dreamweaver
- MySQL
- ASP.NET
- JavaSript
- SQL Server

Minimum Experience: A minimum of two (2) years of web development experience. Working knowledge of:

- Consults on web development
- database development and aspects of a website, addressing usability issues, scripting errors, etc.
- Responsible for the technical aspects of a website, addressing usability issues, etc.
- tools and technology (e.g., PHP and MySQL).
- Assists in coding scripts and creating database-driven Web projects, using standard cross-platform
- pages for customers
- Conceptualizes and creates or directs the design, graphics, animation, audio, and video for web delivery
- Evaluates technology and planning for new web services
- Conceptualizes and creates the design, graphics, animation, audio, and video for web delivery
- Content Services team, and leads technical planning and decisions relating to front-end code and web delivery
- develops website development. The Web Developer acts as a resource for other members of the development and website development. The Web Developer acts as a resource for other members of the
- functional responsibility: Performs web-based programming/design tasks in support of content delivery

Web Developer II

Content Developer II	Trainee
<p>Functional Responsibility: Develops web-based content based on provided curriculum, for use online and generally within an eLearning environment.</p> <ul style="list-style-type: none"> • Works with team and utilizes materials to become a subject matter expert on the content • Responsible for drafting content for course to be published. The course content will include lessons, key take-aways, scenarios, assessments, scenarios, course evaluations, etc. • Coordinates with multiple teams to solicit feedback and perform edits to materials • Ensures course content is published and performs testing of the course • Assists with routine maintenance of courses by adding, deleting and changing content as appropriate to keep offerings up-to-date • Creates storyboards for graphics/animations 	<p>Minimum Experience: A minimum of three (3) years of relevant work experience. A minimum of two (2) years experience with HTML and graphic manipulation programs. A minimum of two (2) years experience with Flash. At least one (1) year work experience with Desire2Learn software.</p> <p>Minimum Education: A Bachelor's degree in web design, multimedia development, or a related field, or other related discipline or a minimum of five (5) years relevant specialized experience.</p>
<p>Functional Responsibility: Provides standard training to customers to increase understanding and knowledge of the product. Develops training programs in various forms of media, including online. Responsible for drafting content for training materials which includes lessons, key take-aways, scenarios, and assessments. Can provide advanced or customized training. Responsible for creating an effective learning environment within the company and assists customers with training and assessments. A minimum of one (1) year of experience in training, preferably on software products. Experience training large groups (both technical and non-technical). Knowledge of software learning Management Systems and internet technologies</p> <p>Minimum Experience: A minimum of one (1) year of relevant experience in training, preferably on software products. Experience training large groups (both technical and non-technical). Knowledge of software learning Management Systems and internet technologies</p> <p>Minimum Education: A Bachelor's degree or a minimum of five (5) years relevant specialized experience.</p>	<p>Experience: A Bachelor's degree or a minimum of five (5) years relevant specialized experience.</p>

SIN	Labor Category	GSA Hourly Rate w/ LFF
132-51	Project Manager I	\$180.00
132-51	Project Manager II	\$200.00
132-51	Project Manager III	\$285.00
132-51	Implementation Consultant I	\$180.00
132-51	Implementation Consultant II	\$200.00
132-51	Implementation Consultant III	\$285.00
132-51	Web Developer II	\$90.00
132-51	Content Developer II	\$90.00
132-51	Trainer (minimum 1 day)	\$425.00

SIN	Product Number	Product Description	Number of Active Users	CSA Rate	WTFP	Warranty
132-32	LE-1000	Learning Environment: Software that delivers e-learning vision through a comprehensive and flexible learning management system (LMS). Scalable to meet the needs of the customer. An innovative combination of top-notch teaching and learning tools, built-in accessibility adherence, powerful measurement, allows discussions, storage space, blogs and assignment submission. Users can manage all course and schedules online (Annual Fee per User)	500-1,000	\$27.00	Std Commercial	N/A
132-32	LE-2500	Learning Environment Installation (One time Fee)	1,001-2,500	\$21.00	Std Commercial	N/A
132-32	LE-5000	Learning Environment Installation (One time Fee)	2,501-5,000	\$15.50	Std Commercial	N/A
132-32	LE-10000	Learning Environment Installation (One time Fee)	5,001-10,000	\$9.00	Std Commercial	N/A
132-32	LE-25000	Learning Environment Installation (One time Fee)	10,001-25,000	\$1.75	Std Commercial	N/A
132-32	LE-50000	Learning Environment Installation (One time Fee)	25,001-50,000	\$6.50	Std Commercial	N/A
132-32	LR-1000	Learning Repository: Software enables customers to effectively manage and share content across institutions, programs, courses and sections. Enhanced usability and features enable institutions to manage their learning objects with ease, all in a standards-based tool. Has advanced tools that enables users to align, share, search, harvest, and store learning objects and resources effortlessly. Allows maximum flexibility, speedy resource creation and tagging, and integrates easily with Learning Management Environment or as a stand-alone solution. (Annual Fee per User)	500-1,000	\$10.00	Std Commercial	N/A
132-32	LR-2500	Learning Repository: Software enables customers to effectively manage and share content across institutions, programs, courses and sections. Enhanced usability and features enable institutions to manage their learning objects with ease, all in a standards-based tool. Has advanced tools that enables users to align, share, search, harvest, and store learning objects and resources effortlessly. Allows maximum flexibility, speedy resource creation and tagging, and integrates easily with Learning Management Environment or as a stand-alone solution. (Annual Fee per User)	1,001-2,500	\$6.00	Std Commercial	N/A
132-32	LR-5000	Learning Repository: Software enables customers to effectively manage and share content across institutions, programs, courses and sections. Enhanced usability and features enable institutions to manage their learning objects with ease, all in a standards-based tool. Has advanced tools that enables users to align, share, search, harvest, and store learning objects and resources effortlessly. Allows maximum flexibility, speedy resource creation and tagging, and integrates easily with Learning Management Environment or as a stand-alone solution. (Annual Fee per User)	2,501-5,000	\$4.00	Std Commercial	N/A
132-32	LR-10000	Learning Repository: Software enables customers to effectively manage and share content across institutions, programs, courses and sections. Enhanced usability and features enable institutions to manage their learning objects with ease, all in a standards-based tool. Has advanced tools that enables users to align, share, search, harvest, and store learning objects and resources effortlessly. Allows maximum flexibility, speedy resource creation and tagging, and integrates easily with Learning Management Environment or as a stand-alone solution. (Annual Fee per User)	5,001-10,000	\$1.75	Std Commercial	N/A
132-32	LR-25000	Learning Repository: Software enables customers to effectively manage and share content across institutions, programs, courses and sections. Enhanced usability and features enable institutions to manage their learning objects with ease, all in a standards-based tool. Has advanced tools that enables users to align, share, search, harvest, and store learning objects and resources effortlessly. Allows maximum flexibility, speedy resource creation and tagging, and integrates easily with Learning Management Environment or as a stand-alone solution. (Annual Fee per User)	10,001-25,000	\$0.90	Std Commercial	N/A
132-32	LR-50000	Learning Repository: Software enables customers to effectively manage and share content across institutions, programs, courses and sections. Enhanced usability and features enable institutions to manage their learning objects with ease, all in a standards-based tool. Has advanced tools that enables users to align, share, search, harvest, and store learning objects and resources effortlessly. Allows maximum flexibility, speedy resource creation and tagging, and integrates easily with Learning Management Environment or as a stand-alone solution. (Annual Fee per User)	25,001-50,000	\$0.20	Std Commercial	N/A
132-34	LRI-1000	Learning Repository Installation (One time Fee)	500-1,000	\$20.00	Std Commercial	N/A
132-34	LRI-2500	Learning Repository Installation (One time Fee)	1,001-2,500	\$4,887.38	N/A	N/A
132-34	LRI-5000	Learning Repository Installation (One time Fee)	2,501-5,000	\$4,887.38	N/A	N/A
132-34	LRI-10000	Learning Repository Installation (One time Fee)	5,001-10,000	\$8,886.15	N/A	N/A
132-34	LRI-25000	Learning Repository Installation (One time Fee)	10,001-25,000	\$6,664.61	N/A	N/A
132-34	LRI-50000	Learning Repository Installation (One time Fee)	25,001-50,000	\$6,664.61	N/A	N/A
132-32	EP-1000	ePortfolio Installation (One time Fee)	500-1,000	\$25.00	Std Commercial	N/A
132-32	EP-2500	ePortfolio Installation (One time Fee)	1,001-2,500	\$7,405.13	N/A	N/A
132-32	EP-5000	ePortfolio Installation (One time Fee)	2,501-5,000	\$7,405.13	N/A	N/A
132-32	EP-10000	ePortfolio Installation (One time Fee)	5,001-10,000	\$12,341.88	N/A	N/A
132-32	EP-25000	ePortfolio Installation (One time Fee)	10,001-25,000	\$19,747.00	N/A	N/A
132-32	EP-50000	ePortfolio Installation (One time Fee)	25,001-50,000	\$44,430.75	N/A	N/A
132-32	EP-1000	ePortfolio: Software enables social networking and informal learning with traditional classroom education. ePortfolio can be loaded with all formats of information. ePortfolio can be certified with all traffic from Desire2Learn, Moodle, Lectora, personal reflections, presentations, and websites. Learners are linked to the active network of their peers and mentors. Information across a course, program or entire organizational structure can be shared across the entire organization. Forms and surveys can be shared across a course, program or entire organizational structure (Annual Fee per User)	500-1,000	\$20.00	Std Commercial	N/A
132-32	EP-2500	ePortfolio: Software enables social networking and informal learning with traditional classroom education. ePortfolio can be loaded with all formats of information. ePortfolio can be certified with all traffic from Desire2Learn, Moodle, Lectora, personal reflections, presentations, and websites. Learners are linked to the active network of their peers and mentors. Information across a course, program or entire organizational structure can be shared across a course, program or entire organizational structure (Annual Fee per User)	1,001-2,500	\$15.00	Std Commercial	N/A
132-32	EP-5000	ePortfolio: Software enables social networking and informal learning with traditional classroom education. ePortfolio can be loaded with all formats of information. ePortfolio can be certified with all traffic from Desire2Learn, Moodle, Lectora, personal reflections, presentations, and websites. Learners are linked to the active network of their peers and mentors. Information across a course, program or entire organizational structure can be shared across a course, program or entire organizational structure (Annual Fee per User)	2,501-5,000	\$11.00	Std Commercial	N/A
132-32	EP-10000	ePortfolio: Software enables social networking and informal learning with traditional classroom education. ePortfolio can be loaded with all formats of information. ePortfolio can be certified with all traffic from Desire2Learn, Moodle, Lectora, personal reflections, presentations, and websites. Learners are linked to the active network of their peers and mentors. Information across a course, program or entire organizational structure can be shared across a course, program or entire organizational structure (Annual Fee per User)	5,001-10,000	\$8.00	Std Commercial	N/A
132-32	EP-25000	ePortfolio: Software enables social networking and informal learning with traditional classroom education. ePortfolio can be loaded with all formats of information. ePortfolio can be certified with all traffic from Desire2Learn, Moodle, Lectora, personal reflections, presentations, and websites. Learners are linked to the active network of their peers and mentors. Information across a course, program or entire organizational structure can be shared across a course, program or entire organizational structure (Annual Fee per User)	10,001-25,000	\$5.50	Std Commercial	N/A
132-32	EP-50000	ePortfolio: Software enables social networking and informal learning with traditional classroom education. ePortfolio can be loaded with all formats of information. ePortfolio can be certified with all traffic from Desire2Learn, Moodle, Lectora, personal reflections, presentations, and websites. Learners are linked to the active network of their peers and mentors. Information across a course, program or entire organizational structure can be shared across a course, program or entire organizational structure (Annual Fee per User)	25,001-50,000	\$4.75	Std Commercial	N/A
132-34	EPI-1000	ePortfolio Installation (One time Fee)	500-1,000	\$25.00	Std Commercial	N/A
132-34	EPI-2500	ePortfolio Installation (One time Fee)	1,001-2,500	\$5,430.43	N/A	N/A
132-34	EPI-5000	ePortfolio Installation (One time Fee)	2,501-5,000	\$7,405.13	N/A	N/A
132-34	EPI-10000	ePortfolio Installation (One time Fee)	5,001-10,000	\$12,341.88	N/A	N/A
132-34	EPI-25000	ePortfolio Installation (One time Fee)	10,001-25,000	\$19,747.00	N/A	N/A
132-34	EPI-50000	ePortfolio Installation (One time Fee)	25,001-50,000	\$44,430.75	N/A	N/A

SIN	Product Number	Product Description	Number of Active Users	GSA Rate w/LFE	Warranty
132-32	A-2500	Analytics: Provides transparency to all of the various datasets that make up the Destre2Learn Learning Environment. Can analyze data and run reports in a web-based environment. Allows you to transform data into knowledgeable and bring reports, critical metrics, and business data together. Analytics is based on a robust and extensible platform. This allows for multiple levels of refinement along with the addition of new datasets as environments expand and technology evolves. The Extract, Transform, and Load (ETL) program pulls data from its original operational system and moves it to an offline source or subject specific database or data mart where it's staged to be consumed.	2501-5000	\$4.50	Std Commercial
132-32	A-10000	Analytics: Provides transparency to all of the various datasets that make up the Destre2Learn Learning Environment. Can analyze data and run reports in a web-based environment. Allows you to transform data into knowledgeable and bring reports, critical metrics, and business data together. Analytics is based on a robust and extensible platform. This allows for multiple levels of refinement along with the addition of new datasets as environments expand and technology evolves. The Extract, Transform, and Load (ETL) program pulls data from its original operational system and moves it to an offline source or subject specific database or data mart where it's staged to be consumed.	5001-10000	\$3.25	Std Commercial
132-32	A-5000	Analytics: Provides transparency to all of the various datasets that make up the Destre2Learn Learning Environment. Can analyze data and run reports in a web-based environment. Allows you to transform data into knowledgeable and bring reports, critical metrics, and business data together. Analytics is based on a robust and extensible platform. This allows for multiple levels of refinement along with the addition of new datasets as environments expand and technology evolves. The Extract, Transform, and Load (ETL) program pulls data from its original operational system and moves it to an offline source or subject specific database or data mart where it's staged to be consumed.	2501-5000	\$4.50	Std Commercial
132-32	A-2500	Analytics: Provides transparency to all of the various datasets that make up the Destre2Learn Learning Environment. Can analyze data and run reports in a web-based environment. Allows you to transform data into knowledgeable and bring reports, critical metrics, and business data together. Analytics is based on a robust and extensible platform. This allows for multiple levels of refinement along with the addition of new datasets as environments expand and technology evolves. The Extract, Transform, and Load (ETL) program pulls data from its original operational system and moves it to an offline source or subject specific database or data mart where it's staged to be consumed.	2500	\$5.00	Std Commercial
132-32	A-50000	Analytics Installation (One time Fee)	25001-50000	\$1.90	Std Commercial
132-34	AI-2500	New Instance Setup, One Time Fee	Any # of Users	\$3,000.00	N/A
132-34	MA-NIM	New Instance Maintenance, Annual Fee	Any # of Users	\$3,000.00	N/A
132-34	MA-NIH	New Instance Hosting, Annual Fee	Any # of Users	\$3,000.00	N/A
132-34	MA-SO-I	Single Sign On Integration, One Time Fee	Any # of Users	\$2,000.00	N/A
132-34	MA-SO-M	Single Sign On Integration Maintenance, Annual Fee	Any # of Users	\$6,500.00	N/A
132-34	MA-LDAP-1	LDAP/Authentication Integration, One Time Fee	Any # of Users	\$500.00	N/A
132-34	MA-HRIS-BI	HRIS/SIS Batch Integration, One Time Fee	Any # of Users	\$500.00	N/A
132-34	MA-HRIS-BI-M	HRIS/SIS Batch Integration Maintenance, Annual Fee	Any # of Users	\$30,000.00	N/A
132-34	MA-SSU	Standard Support, One Time Fee	Any # of Users	\$6,500.00	N/A
132-34	MA-PSU	Premium Support, Annual Fee	Any # of Users	\$6,500.00	N/A
132-34	MA-PS	Premium Support, Annual Fee	Any # of Users	\$6,500.00	N/A
132-34	MA-SS	Standard Support, Annual Fee	Any # of Users	\$6,500.00	N/A
132-34	MA-HRIS-BIM	HRIS/SIS Batch Integration Maintenance, Annual Fee	Any # of Users	\$30,000.00	N/A
132-34	MA-LDAP-IM	LDAP/Authentication Integration Maintenance, Annual Fee	Any # of Users	\$500.00	N/A
132-34	MA-HRIS-BI	HRIS/SIS Batch Integration, One Time Fee	Any # of Users	\$500.00	N/A
132-34	MA-SSU	Standard Support, One Time Fee	Any # of Users	\$30,000.00	N/A
132-34	MA-PSU	Premium Support, Annual Fee	Any # of Users	\$30,000.00	N/A
132-34	MA-PPS-L	Premium Plus Setup (Low Volume), One Time Fee	Any # of Users	\$11,000.00	N/A
132-34	MA-PPS-M	Premium Plus Support (Low Volume), One Time Fee	Any # of Users	\$20,500.00	N/A
132-34	MA-PPS-P-L	Premium Plus Setup (Medium&High Volume), One Time Fee	Any # of Users	\$38,500.00	N/A
132-34	MA-PPS-P-H	Premium Plus Support (High Volume), Annual Fee	Any # of Users	\$75,000.00	N/A
132-52	HS-1000	Hosting: Hosting Services provide highly reliable uptime, data protection and the ability to accommodate high loads as well as growth. Supply redundant high-bandwidth connectivity directly to internet backbone loops, as well as high performance server infrastructure. (Annual Fee per User)	25,001-50,000	\$4.69	N/A
132-52	HS-2500	Hosting: Hosting Services provide highly reliable uptime, data protection and the ability to accommodate high loads as well as growth. Supply redundant high-bandwidth connectivity directly to internet backbone loops, as well as high performance server infrastructure. (Annual Fee per User)	10,001-25,000	\$5.43	N/A
132-52	HS-5000	Hosting: Hosting Services provide highly reliable uptime, data protection and the ability to accommodate high loads as well as growth. Supply redundant high-bandwidth connectivity directly to internet backbone loops, as well as high performance server infrastructure. (Annual Fee per User)	5,001-10,000	\$6.91	N/A
132-52	HS-111.60	1,001-2,500	\$111.60	N/A	
132-52	HS-14.81	500-1,000	\$14.81	N/A	

NEW MEXICO HIGHLANDS UNIVERSITY[®]

PURCHASE ORDER

PURCHASE ORDER # P0140786 Page 1
 DATE OF PO. 08/20/13
 BLANKET #

TO: @00248272

VENDOR CODE

D2L Ltd
 715 St Paul Street
 Baltimore MD 21202

ADDRESS CORRESPONDENCE TO →

Mario R Romero
 BUYER NAME

08/20/13
 DATE REQUIRED

SHIP TO:
 Evonne Roybal-Tafoya/EOS
 NMHU - Central Receiving
 1005 Diamond Avenue
 Las Vegas NM 87701

SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS
 MAIL ORIGINAL INVOICE TO:

New Mexico Highlands University
 Attn: Accounts Payable
 P.O. Box 9000
 Las Vegas, New Mexico 87701
 Telephone: 505-454-3442

ACCOUNT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
11000-16111-7115-100	1	1 day of Desire2Learn Training Quote @003780	1.00	LOT	2,500.0000	2,500.00
					DISCOUNT: ADD'L CHARGES: TOTAL TAXES:	.00 .00 .00

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading.
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document.
5. Payment terms are net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
 New Mexico Highlands University
 Las Vegas, NM 87701
 Telephone: 505-454-3195 or 454-3249
 Fax: 505-454-3109

ORIGINAL

By: *Mario Romero*
 THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

0248272
Bu 1

146784

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION
THIS IS NOT A PURCHASE ORDER

P.O.

DO NOT WRITE IN BOX BELOW

SUGGESTED VENDOR:

Desire2Learn
 715 St. Paul Street
 Baltimore, Maryland 21202
 P: (519)772-3250

Date	6/20/13
Terms (Net 30)	
Bid/Proposal/SPD/GSA	Spd
Buyer Approval	

SHIP *Mailed Vendor*
 NMI Copy 8-22-13
 ATT
 Box
 Las

DATE August 19, 2013
 DEPT. NAME NMHU-EOS
 USER CONTACT Sharen K. Maldonado EXT 2058
 DATE WANTED (REQUIRED) ASAP
 BLANKET ORDER EFFECTIVE DATES _____ to _____

ACCOUNT	FUND	ORGANIZATION	ACCOUNT	PROGRAM	%	\$
ACCOUNT 1	11000	16111	7115	100	100	2,500.00
ACCOUNT 2						
ACCOUNT 3						
ACCOUNT 4						
NO.	QUANTITY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL	
1	1		1 Day of Desire2Learn Training -Quote# 003780	2,500	2,500.00	

Requested by: Sharen K. Maldonado

*SharenK.Maldonado*FUND SUPERVISOR SIGNATURE (REQUIRED) *Sharen K. Maldonado* TOTAL ESTIMATED COST 2,500.00

SIGNATURE NAME (TYPED) Evonne Roybal-Tafoya

APPROVALS

DATE

DATE

COMPLIANCE

PRESIDENT (OVER \$30,000.)

FOOD

VP FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS
 PURCHASE REQUISITION

*New Mexico Highlands University
 Purchasing Department*

AUG 20 2013

RECEIVED



D2L Ltd.

715 St. Paul Street
Baltimore, Maryland 21202
(519) 772 - 3250

INVOICE

INVOICE DATE	7/29/2013
INVOICE NUMBER	US001351
CUSTOMER ID	002NEWMEX001
DUE DATE	8/28/2013
PO NUMBER	

BILL TO

New Mexico Highlands University
Box 9000
Las Vegas, NM 87701
United States

SHIP TO

New Mexico Highlands University
Box 9000
Las Vegas, NM 87701
United States

Description	FROM	TO	QTY	UNIT PRICE	AMOUNT
1 Day of Desire2Learn Training - Quote # 003780			1	US\$2,500.00	US\$2,500.00
					SUBTOTAL US\$2,500.00
					FREIGHT US\$0.00
					TAX US\$0.00
					TOTAL US\$2,500.00

Thank you for your business!

Business Number:

Please email accountsreceivable@desire2learn.com with questions regarding this invoice.

Past due accounts are subject to an interest surcharge of 1.5% per month (19.6% per year)

OK FOR PAYMENT

PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER # P0150584 Page 1
DATE OF P.O. 07/31/14
BLANKET #

SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS

SHIP TO:

Doris Gallegos/IT Services
NMHU - Central Receiving
1005 Diamond Avenue
Las Vegas NM 87701

07/31/14

DATE REQUIRED

ADDRESS CORRESPONDENCE TO →

PAYMENT TERMS	Michael Saavedra BUYER NAME
---------------	--------------------------------

SHIP VIA

ACCOUNT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
12400-28000-7552-180	1	IN ACCORDANCE WITH GS 35G 0481W; 6/8/2015 OPEN PURCHASE ORDER	1	LOT		73,477.83

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document.
5. Payment terms are net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
New Mexico Highlands University
Las Vegas, NM 87701
Telephone: 505-454-3195 or 454-3249
Fax: 505-454-3109

ORIGINAL

TC TAL

73,477.83

DISCOUNT : .00
ADDL CHARGES : .00
TOTAL TAXES : .00

By: *Mark Yeoland*
THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).

TO TURN OFF REPORT, PRESS "MENU", #04.
THEN SELECT OFF BY USING "+", OR "-",

NO. OTHER FAXCIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01 915197720324	Aug. 01 06:59AM	01,02	SND	01	OK
YOUR FAX NO. : 5054543109					
YOUR LOGO : NMHU					
Aug. 01 2014 07:00AM					

SENDING REPORT

PLEASE ATTACH THE REQUIRED PURCHASE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUEST

[Handwritten Signature]

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)
PRESIDENT (OVER \$30,000.)

7/11/14

APPROVALS
DATE

FOOD
COMPLIANCE
7/3/14

APPROVALS
DATE

\$73,477.83

Total Estimated Cost

Signature Name (Typed) Phil Escue

FUND SUPERVISOR SIGNATURE (REQUIRED)

JUL 14 2014

PLEASE FAX TO VENDOR

See Attached

CSA Catch # CS-35F-0481W

1 Maintenance-NMU Learning Environment System \$73,477.83 \$73,477.83

July 1, 2014-June 03, 2015

FY15

PLEASE CHANGE MAILING ADDRESS AS ABOVE

NO.	QTY	UNIT	UNIT PRICE	TOTAL
Account 1	12400	ORG	ACCOUNT	PROGRAM
Account 2	28000		7552	180
Account 3				100
Account 4				\$73,477.83

Blanket Order Effective Dates: Jul 1, 2014 to Jun 30, 2015

Date Wanted (REQUIRED): Jun 16, 2014

User Contact Doris Galleros Ext 3168

Dept. Name Information Technology Services

ATTN: Shay Las Vegas, NM 87701

1005 Diamond Ave Attn: Information Technology Department

New Mexico Highlands University

SHIP TO:

Date	Jun 16, 2014
Terms (Net 30)	ESIA - see below
Bid/Proposal/SPD/GSA	<i>[Handwritten Signature]</i>

DO NOT WRITE IN BOX BELOW

P.O.

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUEST FORM

THIS IS NOT A PURCHASE ORDER

000248272
SUGGESTED VENDOR:

Dept. CH 19710 Palatine, IL 60055-9710
Fax: 519-772-0324 Tele: 519-772-0325
John.Baker@Desire2Learn.com

Desire2Learn
Fax: 519-772-0324 Tele: 519-772-0325
Dept. CH 19710 Palatine, IL 60055-9710
John.Baker@Desire2Learn.com

156584

Description	FROM	TO	QTY	UNIT PRICE	AMOUNT
EARNING ENVIRONMENT-FTE	7/1/2014	6/30/2015	2700	US\$10.97	US\$29,619.00
Cloud SERVICES - FTE	7/1/2014	6/30/2015	2700	US\$6.07	US\$16,389.00
Cloud SERVICES - FTE	7/1/2014	6/30/2015	2700	US\$6.07	US\$16,389.00
MAINTEANCE - TEST ENV	7/1/2014	6/30/2015	1	US\$2,756.25	US\$2,756.25
Cloud SERVICES for Test Environment	7/1/2014	6/30/2015	1	US\$2,756.25	US\$2,756.25
MAINTEANCE - TEST ENV	7/1/2014	6/30/2015	1	US\$2,756.25	US\$2,756.25
MAINTEANCE - SIS	7/1/2014	6/30/2015	1	US\$3,307.50	US\$3,307.50
UF-PORT - PREMIUM	7/1/2014	6/30/2015	1	US\$7,480.46	US\$7,480.46
MAINTEANCE - LDAP	7/1/2014	6/30/2015	1	US\$385.88	US\$385.88
RAINING SELF-DIRECTED - MAINT	7/1/2014	6/30/2015	1	US\$2,625.00	US\$2,625.00
Manual Maintenance for LDAP/IPSCT Integration	7/1/2014	6/30/2015	1	US\$6,615.00	US\$6,615.00
CAPTURE SERVER SOFTWARE	7/1/2014	6/30/2015	1	US\$2,625.00	US\$2,625.00
Capture On-Premise Server License	7/1/2014	6/30/2015	1	US\$551.25	US\$551.25
Capture Additional Device License	7/1/2014	6/30/2015	1	US\$992.24	US\$992.24
Capture Entry Level Support Fees Adjusted by 5%					

SHIP TO	New Mexico Highlands University Box 9000 Las Vegas, NM 87701
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31LL TO	United States New Mexico Highlands University Box 9000 Las Vegas, NM 87701
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INVOICE **INVOICE DATE** **INVOICE NUMBER** **CUSTOMER ID** **DUET DATE** **PO NUMBER**
 DSI Ltd. 6/13/2014 US002005 002NEMEX001 Baltimore, Maryland 21202 7/13/2014
 Desire Z. Lepart 519) 772 - 0325
 30x 9000 Las Vegas, NM 87701
 New Mexico Highlands University
Box 9000
Las Vegas, NM 87701
 United States

Name: Silicon Valley Bank
 Bank Address: 3003 Tasman Drive, Santa Clara, CA 95054
 Bank Account #: 3301011080
 Bank Routing: 121140399

If you would like to submit payment via EFT please remit to:

Debt CH 19710
 Palatine, IL 60055-9710

EFFECTIVE IMMEDIATELY* Payments should be sent to (all other correspondence to the address at top of invoice):

Please email customerservice@desire2learn.com with questions regarding this invoice.
 Past due accounts are subject to an interest surcharge of 1.5% per month (19.6% per year).

Thank you for your business!
 Business Number:

Subtotal	US\$73,477.83
Freight	US\$0.00
Tax	US\$0.00
Total	US\$73,477.83

INVOICE	INVOICE DATE	INVOICE NUMBER	CUSTOMER ID	DUUE DATE	PO NUMBER
	6/13/2014	US002005	002NEWMEX001	7/13/2014	519) 772 - 0325

Desire2Learn Ltd.
 71 Paul Street
 Baltimore, Maryland 21202
 519) 772 - 0325

Desire2Learn Ltd.
 71 Paul Street
 Baltimore, Maryland 21202
 519) 772 - 0325

Desire2Learn is used as the main learning management system (LMS) for the University. It is used for internet based instruction in conjunction with classroom enhancement. Without license renewal each year we would not have internet courses available to students and faculty. This is for the yearly re-licensing during the FY15.

Justification:

To: Max Baca, Interim Vice President for Finance and Administrative Services
Through: Phil Escue, Interim Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: June 25, 2014
Subject: Purchase Requisition Cover Memo



From: Madrid, Jennifer R
Subject: Re: PR to Desire2Learn
To: Gallago, Doris R; Escue, Phillip
Date: Wednesday, July 30, 2014 3:06 PM
Importance: High

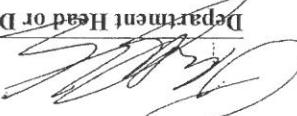
This is a follow up on an email the Michael sent to you on July 15th regarding a sole source for Desire2Learn for the amount of \$73,477.83 using FOAP 12400-28000-7552-180. Has this sole source been completed?

Good Afternoon,

Jennifer Madrid
Purchasing Department, Buyer
New Mexico Highlands University
Box 9000
Las Vegas, New Mexico 87701
(505) 454-3249
jrmadrid@nmhu.edu

Thank you,

APPROVALS:

Department Head or Dean


Purchasing Department


Requestor, Name and Title
Phil Escue, Interim Director of IT Services

Please contact: John Baker with Desire2Learn at 319-772-0325
Is the only source provider for NMHU.

FOR THE REASONS STATED HEREIN, QWEST

See Attached letter from Desire2Learn

Substantiating Data:

See Faculty Sole Brand Justification

REASON(S) FOR SOLE SOURCE/BRAND:

Online Learning Management System hosted on D2L data infrastructure.

ITEM/SERVICE DESCRIPTION:

INSTRUCTIONS: For requisitions over \$2,500, briefly describe the items or services requested and list in detail the reasons for requesting the Sole Source designation. See attached Desire2Learn. Include substantiating data such as: companies contacted and the reason for elimination, technical data, etc. Since this is a request to depart from the mandated procedure for competition, requests without support cannot be considered. The University buyer may require additional information, and remains the final authority in the determination of a sole source acquisition.

SOLE SOURCE/BRAND JUSTIFICATION

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASING DEPARTMENT

the E-Mail.

Image data has been attached to

FROM:

Subject: [Image File] Dorris,ITS222, #962

To: Gallegos, Dorris R

Sent: Wednesday, July 30, 2014 1:27 PM

From: ITSScanner@nmhu.edu [mailto:ITSScanner@nmhu.edu]

-----Original Message-----

This e-mail, including any attached files, may contain privileged and confidential information for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient(s), delete all copies of this e-mail.

CONFIDENTIALITY NOTICE

FAX (505) 425-3648

Office (505) 454-3168

ITS, NMHU

Administrative Assistant

Doris Gallegos

Attached is a copy of the sole source for D2L. The original is in the mail

Hi Mario

Attachments:

ITS22220140730152644.pdf

D2L

Romero, Mario R

Wednesday, July 30, 2014 3:16 PM

Galllegos, Dorris R

To:

Subject:

From:

Romero, Mario R

*refers to polyoxo's .
for the complete contract*

Contract #:	GS-35F-0481W	Socio-Economic:	Small business
Contractor:	DESIRE2LEARN INCORPORATED 151 CHARLES ST W SUITE 400 KITCHENER, ON N2G 1H6	EPLS :	Contractor not found on the Excluded Parties List
Address:	(Vendors) How to change your company information	System	Govt. Point of Contact: Deborah W. Lanier Phone: 703-605-2773 E-Mail: can.osullivan@desire2learn.com Web Address: http://www.desire2learn.com DUNS: 202018573 NAICS: 511210 Contract Clauses/Exceptions: View the specifics for this contract
Phone:	519-772-0325 CANADA 519-772-0325 E-Mail: can.osullivan@desire2learn.com Phone: 703-605-2773 E-Mail: deborah.lanier@gsa.gov	Title	Source
Contractor:	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, GS-35F-0481W	Date	Jun 8, 2015
Address:	SOFTWARE, AND SERVICES 132 32 COOP PURCHASE COOP 132 34 COOP PURCHASE COOP 132 51 COOP PURCHASE COOP 132 52 COOP PURCHASE COOP GSA Advantage! GSA Advantage! GSA Advantage!	Category	View Catalog
NAICS:	70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, GS-35F-0481W	Jun 8, 2015	View Catalog

Search :

[Home](#) [Buy - quotes](#) [GSA Advantage - online shopping](#) [Help](#)

GSA elibrary

General Acquisition
 Federal Acquisition Service

SPECIACL ITHEI NOMEER 13-2-SI -INFORNINGATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communication regardless of the medium used to communicate; telephone support, on-site technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-33 - MAINTENANCE OF SOFTWARE AS A SERVICE

NOTE: Other options are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

Large Scale Computers	Microcomputers	Large Scale Computers	Large Scale Computers
Special Physical, Visual, Speech, and Hearing Aid Software	Special Physical, Visual, Speech, and Hearing Aid Software	Communication Software	Communication Software
Utility Software	Utility Software	Application Software	Application Software
Electronic Commerce (EC) Software	Electronic Commerce (EC) Software	Corporate Communication (EC) Software	Corporate Communication (EC) Software
Large Scale Computers	Microcomputers	Large Scale Computers	Large Scale Computers

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Software maintenance as a product includes the purchasing of bug defect fixes via patches and upgrades in function and methodology to maintain the operability and usability of the software product. It may also include other support items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnoses.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference code SIN (132-34).

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

programs. The following SINS are available to state and local governments: 132-31, 132-34, 132-51 & 132-52.

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

AUTHORIZED

 U.S. General Services Administration
Desire2Learn Innovative Learning Technology

available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).
 Products and ordering information in this Authorized FSS Information Technology Schedule PriceList are also

PriceList current through Modification #1, dated June 9, 2010.

Federal Supply Service
 General Services Administration

Period Covered by Contract: June 9, 2010 through June 8, 2015

DUNS: 202018573

Contract Number: GS-3SF-0481W

www.desire2learn.com

Fax: (519) 772-0324

Phone: (519) 772-0325

Kitchener, Ontario, Canada, N2G 1B9

Suite 200

305 King Street West

Desire2Learn Incorporated

Services

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Romero, Mario R

From: Romero, Mario R
Sent: Thursday, July 31, 2014 2:04 PM
To: Bentley, Eileen Anne
Subject: RE: [Image File] Mario, KMBT222, #473

Bentley, Eileen Anne
 Romero, Mario R
 Thursday, July 31, 2014 2:04 PM
 RE: [Image File] Mario, KMBT222, #473

Yes, this is NSF-approved.

From: Romero, Mario R
Sent: Thursday, July 31, 2014 10:58 AM
To: Bentley, Eileen Anne
Subject: FW: [Image File] Mario, KMBT222, #473

Could you please give us NSF approval

Good morning Eileen,

Vendor: Desire2 Learn
 FOAP: 12400 28000 7552 180
 Amount: \$73477.83

Original Message-----
 From: ScannerNortheast@nmhu.edu [mailto:ScannerNortheast@nmhu.edu]
 Sent: Thursday, July 31, 2014 10:40 AM
 To: Romero, Mario R
 Subject: [Image File] Mario, KMBT222, #473

FROM:
 Image data has been attached to
 the E-Mail.

APPROVALS:

Department Head or Dean

Purchasing Department

Requestor, Name and Title
Phil Escue, Interim Director of IT Services

Please contact: John Baker with Desire2Learn at 519-772-0325
Is the only source provider for NMHU.

FOR THE REASONS STATED HEREIN, QWEST

See Attached letter from Desire2Learn

Substantiating Data:

See Faculty Sole Brand Justification

REASON(S) FOR SOLE SOURCE/BRAND:

Online Learning Management System hosted on D2L data infrastructure.

ITEM/SERVICE DESCRIPTION:

INSTURCTIONS: For requests over \$2,500, briefly describe the items or services requested and list in detail the reasons for requesting the Sole Source designation. See attached Desire2Learn. Include substantiating data such as: companies contacted and the reason for elimination, technical data, etc. Since this is a request to depart from the mandated procedure for competition, requests without support cannot be considered. The University buyer may require additional information, and remains the final authority in the determination of a sole source acquisition.

SOLE SOURCE/BRAND JUSTIFICATION

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASING DEPARTMENT

PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER # P0161574 Page 1
 DATE OF P.O. 11/18/15
 BLANKET #

TO: 000248272

VENDOR CODE

D2L Ltd
 Dept CH 19710
 Palatine IL 60055 9710

ADDRESS CORRESPONDENCE TO

DATE REQUIRED

PAYMENT TERMS	Michael Saavedra BUYER NAME
---------------	--------------------------------

F.O.B. POINT

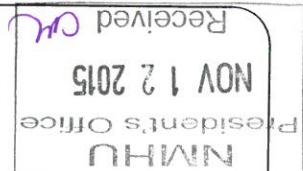
SHIP VIA

ACCOUNT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
12400-28000-7552-180	1	QUOTE 0005007B JULY 1, 2015-JUNE 3, 2016 OPEN PURCHASE ORDER Maintenance NMHU Learning Environment System	1	LOT		78,522.65
						DISCOUNT: .00
						ADDL CHARGES: .00
						TOTAL TAXES: .00
						TOTAL 78,522.65
IMPORTANT INSTRUCTIONS <ol style="list-style-type: none"> Mail all invoices to Accounts Payable. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading Please acknowledge order and advise shipping date. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document. Payment terms are net-30 from the date of receipt and acceptance, except for purchase of construction. 						
Purchasing Department New Mexico Highlands University Las Vegas, NM 87701 Telephone: 505-454-3195 or 454-3249 Fax: 505-454-3109 ORIGINAL 						
<small>By: <u>Michael Saavedra</u> THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.</small>						

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUEST

VP FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)
11/11/15PRESIDENT (OVER \$30,000.)
11/11/15
APPROVALS
DATECOMPLIANCE
11/14/15
APPROVALS
DATE

Signature Name (Typed) Phil Escue

FUND SUPERVISOR SIGNATURE (REQUIRED)
Total Estimated Cost \$78,522.65

RECEIVED
NOV 16 2015
Office of VP for Finance
NMHU Purchasing
JUN 30 2015
PLEASE FAX TO VENDOR
See Attached

Received

1 Maintenance-NMHU Learning Environment System \$78,522.65 \$78,522.65
July 1, 2015-June 03, 2016

FY16

Quote: 0005007B

No. QTY UNIT COMMODITY DESCRIPTION UNIT PRICE TOTAL

Account 1	12400	28000	752	180	100	\$78,522.65	\$	%	PROGRAM	ACCOUNT	UNIT PRICE	TOTAL
Account 2										Account 3		
Account 3										Account 4		
Account 4												

Blanket Order Effective Dates: Jul 1, 2015 to Jun 30, 2016

ATTN: Shay Las Vegas, NM 87701

1005 Diamond Ave

Attn: Information Technology Department

New Mexico Highlands University

SHIP TO:

John.Baker@Desire2Learn.com

Fax: 519-772-0324 Tele: 519-772-0325

Dept. CH 19710 Palatine, IL 60055-9710

Desire2Learn

#00248272
SUGGESTED VENDOR:

THIS IS NOT A PURCHASE ORDER

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUEST

P.O.

DO NOT WRITE IN BOX BELOW

Date	11/16/15	Terms (Net 30)	SOLO SOURCE -
Buyer Approval		Bid/Proposal/SPD/GSA Post and due on 10/10/15.	

This Quotation may be accepted as a binding Agreement (Authorizing Document) if it is signed and returned, or if a valid Purchase Order ("PO") referencing D2L's Quote # above is provided. Unless otherwise indicated, all other terms of the Governing Agreement Order in full force and effect. No modifications to this Quote or supplemental terms provided on a PO or similar document will have any binding effect.

1	The applicable options to extend the Governing Agreement through and until June 30, 2018.
CHANGES TO EXISTING GOVERNING AGREEMENT TERMS	

COMPONENT	DESCRIPTION	ANNUAL FEES	DUUE
Cloud Services	D2L Learning Environment FTE @ 11.52 per FTE	\$33,765.12	1-JUL
Learning Environment	D2L Learning Environment Annual Fee - FTE for up to 2931 FTE @ 6.37 per FTE	\$18,670.47	1-JUL
Test Environment	Test Environment Cloud Services	\$2,894.06	1-JUL
Test Environment	Test Environment Annual Maintenance	\$2,894.06	1-JUL
Support	Standard SIS Integration Maintenance	\$2,894.06	1-JUL
Support	Standard SIS Integration Maintenance	\$3,472.88	1-JUL
LDAP Integration	LDAP Integration Annual Maintenance	\$7,854.48	1-JUL
Capture	D2L Capture Individual On Prem Annual Fee	\$405.17	1-JUL
Capture	D2L Capture Add Supp Dev	\$6,945.75	1-JUL
Capture	Capture Entry Level Support	\$578.81	1-JUL
Total Fees		\$1,041.85	1-JUL

Governing Agreement Name	Master Agreement	Governing Agreement Effective Date	2011-12-01
--------------------------	------------------	------------------------------------	------------

TO New Mexico Highlands University
PO Box 9000
Las Vegas, NM - New Mexico, 87701-9000
RE: 3 Year Renewal
DATE JUNE 26, 2015
EXPIRATION DATE JUNE 30, 2015
500 York Road
Towson, MD, 21204
+1 519.772.0325
D2L Ltd.
Quote # 0005007A

QUOTATION



Office of VP for Finance

JUN 30 2015

Received

Justification: Maintenance Desire2Learn (D2L) products, such as the LMS and Capture for FY16.

To: Max Baca, Interim Vice President for Finance and Administrative Service
Through: Phil Escue, Interim Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: June 30, 2015
Subject: Purchase Requisition Cover Memo



FOR INTERNAL USE ONLY

*D2L Authorizing Signature: _____
Brandon Nussley, CFO

* Authorizing signature required for fees greater than \$20,000
Date: _____

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

Date: _____

above, or sign here:

This Quote is valid up to and inclusive of the Expiration Date. D2L reserves the right to accept or reject any PO or signed Quote after the Expiration Date.
To accept this Quote, either issue a PO referencing the Quote

A sole source procurement is one for which only one vendor is capable of or allowed to perform a particular service and/or construction or for a tangible item that can be offered by only one vendor. A sole source procurement must comply with §13-1-126 and §13-1-128 N.M.S.A. 1978 and all other state statutes and federais pertaining to sole source procurements.

Submittal of this form is one of the steps required prior to approval of the procurement (approved via issuance of a purchase order). If this procurement is approved by the NMHU Purchasing Department it will then be posted onto the University's website and the State of New Mexico's Sunshine Portal. The posting will be for no less than thirty (30) calendar days. If a potential vendor submits a protest against a sole source procurement within that timeframe, the sole source will not be awarded until, and if the protest is resolved.

This form must be completed in its entirety. If it is not completed in its entirety it will not be accepted and will be returned to the requestor.

Describe the tangible item(s), construction and/or service(s) you would like to procure.

Desire2Learn (D2L) Software license subscription and support for 12 months, renewal.

+

Amount of Proposed Sole Source \$ 78,522.65

Fax 519-772-0324

Telephone 519-772-0325

Email John.Baker@Desire2Learn.com

Name of Company Representative

Company Contact Information

Platine, IL 60055-9710

Dept. CH 19710

Vendor Name Desire2Learn
Address

Provide the following:

SOLE SOURCE JUSTIFICATION FORM

NMHU PURCHASING DEPARTMENT
RECEIVED

OCT 05 2015

NMHU Purchasing

Submittal

on 10/05/15
FY 16 - 009

Can this procurement be made by the regular Invitations for Bids (lowest bid amount) or Request for Proposals (qualifications-based) process? If not, explain why.

No. This is for renewal of hosting, maintenance, and subscription of the D2L Learning management system (LMS). There are no other provider that can offer a renewal of services for the Desire2Learn products.

What other tangible items, services or construction methods did you consider? Specify the specifications, sources, technical data and any other non-tangible factors that you considered.

As stated, Desire2Learn is the University's learning management system software. To not keep it maintained and hosted would mean the University would lose its' investment and have to go to another system for this service. This would involve selecting another provider and converting the data to a new system which would cost and take a considerable amount of time, it is recommended that we continue the agreement.

Which other companies did you contact for the tangible item(s), construction and/or service(s)? Provide the name of the company, representatives you spoke to and contact information.

None, the product(s) are own by Desire2Learn and they are the sole provider for maintenance of their product.

Did you rely on information from other individuals to make your determination, if so by who and what information did they provide?

Please contact John Baker at 519-772-0325 for further information.

Provide any additional information that may be useful in making a determination.

The University uses Desire2Learn for all LMS functions of the University. It is used by all instructional area of the University.

[END OF DOCUMENT]

Name and Title

Director of Purchasing
Michael Sauer

Department Head or Dean
(if different from above)
See above

Name and Title

Philip C. Escue
Signature _____ Date _____
Signature _____ Date _____
Signature _____ Date _____

APPROVALS:

Requestor Name and Title
Philip C. Escue
Signature _____ Date _____

I certify that all the information provided in this document and all attachments (if applicable) are to the best of my knowledge and I understand that there are penalties for willful violations of the State of New Mexico Procurement Code.

Attach to this department quotes, technical specifications or other data that describes the tangible item(s), service(s) and/or construction.

PURCHASE ORDER

PURCHASE ORDER # P0162897 Page 1
 DATE OF P.O. 05/13/16
 BLANKET #

TO: @000248272

VENDOR CODE
 D2L Ltd
 715 St Paul Street
 Baltimore MD 21202

ADDRESS CORRESPONDENCE TO →

DATE REQUIRED

Mario R Romero
 BUYER NAME

New Mexico Highlands University
 Attn: Accounts Payable
 P.O. Box 9000
 Las Vegas, New Mexico 87701
 Telephone: 505-454-3442

SHIP TO:
 Doris Gallegos/IT Services
 NMHU - Central Receiving
 1005 Diamond Avenue
 Las Vegas NM 87701

MAIL ORIGINAL INVOICE TO:

ACCOUNT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
12400-28000-7550-180	1	IPAS Intergration Software	1.00	EA	5,500.0000	5,500.00
12400-28000-7552-180	2	IPAS Intergration Software Maintenance May 13-June 30, 2016	1.00	EA	70.0000	70.00

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading.
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document.
5. Payment terms are net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
 New Mexico Highlands University

Las Vegas, NM 87701

Telephone: 505-454-3195 or 454-3249

Fax: 505-454-3109

ORIGINAL

TOTAL

5,570.00

DISCOUNT:
 ADDL CHARGES:
 TOTAL TAXES:

By: Mario Romero
 THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

CONFIRMATION REPORT

May 16 2016 6:10AM

YOUR LOGO : NMHU Purchasing
YOUR FAX NO. : 5054543109

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	915197720324	May 16 6:03AM	00'49	SND	00	OTHER FAX NOT RESPONDING

RESULT : OTHER FAX NOT RESPONDING

<< POSSIBLE REASON >>

1. RECEIVING FAX BUSY.
2. RECEIVING FAX OUT OF PAPER.
3. POWER FAILURE OR OTHERS.

INSERT DOCUMENT UNTIL YOU HEAR A BEEP
THEN PRESS 'START' AFTER CONFIRMING
THE CONNECTING TONE OF RECEIVING.

TO TURN OFF REPORT, PRESS 'MENU' #04.
THEN SELECT OFF BY USING '+' OR '-'.

FOR SUPPORT, VISIT www.panasonic.com/help (enter model KX-FP215).

FAX didn't go through mailed Vendor Copy 05-16-16

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION
THIS IS NOT A PURCHASE ORDER

P.O.

162897

SUGGESTED VENDOR:

@00248272

Desire2Learn

715 St. Paul Street Baltimore, MD 21202

Fax: 519-772-0324 Tele: 519-772-0325

SHIP TO:

New Mexico Highlands University
 Att: Information Technology Department
 1005 Diamond Ave
 Las Vegas, NM 87701 Att: Phil

DO NOT WRITE IN BOX BELOW

Date	5/13/16
Terms (Net 30)	
Bid/Proposal/SPD/GSA	SP
Buyer Approval	

DATE 5/13/16
 DEPT. NAME Information Technology Services
 USER CONTACT Doris Gallegos EXT 3168
 DATE WANTED (REQUIRED) 5/13/16
 BLANKET ORDER EFFECTIVE DATES to

ACCOUNT 1	FUND	ORGANIZATION	ACCOUNT	PROGRAM	%	\$	
ACCOUNT 1	12400	28000	7550	180	100	5,500.00	
ACCOUNT 2	12400	28000	7552	180	100	70.00	
ACCOUNT 3							
ACCOUNT 4							
NO.	QUANTITY	UNIT	COMMODITY DESCRIPTION			UNIT PRICE	TOTAL
1	1		IPAS Integration Software			5,500	5,500.00
2	1		IPAS Integration Software Maintenance May 13 - June 30, 2016				70.00
			QUOTE: 01190963				
			PLEASE FAX TO VENDOR				

FUND SUPERVISOR SIGNATURE (REQUIRED)

SIGNATURE NAME (TYPED) Phillip C. Escue

TOTAL ESTIMATED COST \$5570.00

HCF approved

APPROVALS

DATE

JMM

5-13-16

COMPLIANCE

APPROVALS

DATE

PRESIDENT (OVER \$30,000.)

FOOD

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

5/13/16

New Mexico Highlands University

Information Technology Department

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

MAY 13 2016

RECEIVED

$\{A_i\} \cup \{C_j\}$

$\{A_i\} \cup \{C_j\}$



ORDER FORM

Order # 01190963

D2L Ltd.

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

ORDER DATE MAY 09, 2016
ORDER EXPIRATION DATE MAY 20, 2016

TO New Mexico Highlands University ("Client")
PO Box 9000
Las Vegas, NM, United States 87701-9000

RE: NMHU IPAS

Order Effective Date	May 13, 2016
Order End Date	June 30, 2016
User Model	FTE
Currency	\$ USD

Pricing Breakdown

Item	Transition Period
Pricing Period	May 11, 2016 - June 30, 2016
Fees Due	May 11, 2016
User Count	2700
Software	\$70.00
Services	\$5,500.00
Total	\$5,570.00

Pricing does not include applicable taxes.

Pricing Details

SOFTWARE INCLUDES
IPAS Integration Annual Maintenance
SERVICES INCLUDES
IPAS Integration Implementation

SPECIAL TERMS AND CONDITIONS

N/A

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

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

To accept this Order Form, sign here:

Print Name:

Date:



THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT.

Sales Quote Name	NMHU IPAS	Client Name:	New Mexico Highlands University
Sales Quote Number:	01190963	Prepared By:	Elisa Stewart
Contract Effective Date:	12/1/2011		

Solution Description

The Integration Pack for Authentication Solutions (IPAS) provides a single sign on solution that can either replace the standard Learning Environment authentication method or live side-by-side with it. IPAS integrates with enterprise federated authentication systems that use a Security Assertion Markup Language (SAML) compliant Identity Provider such as Shibboleth or Active Directory Federated Services. This will be applied to a single org on the production instance, and a single org on the test instance (if applicable).

Deliverables

Implementation of IPAS includes the following deliverables:

- Deployment of IPAS to New Mexico Highlands University's existing instances
- Deployment of the SAML Compliant Service Provider (only if D2L Hosted)
- Requirements and Solution Design, including:
 - Project Kickoff Meeting
 - Complete Configuration Workbook
- Configuration and testing on New Mexico Highlands University's Test and Production instances
- Documentation and transition to Support
- Project Management

Acceptance Criteria

Acceptance will be deemed complete when end users are able to access the D2L environment using IPAS.

Assumptions

- An existing SAML compliant Identity Provider is required
- New Mexico Highlands University is responsible for configuration of the SAML compliant Identity Provider
- A SAML compliant Service Provider must be installed and configured
- D2L will install and configure the SAML compliant Service Provider if D2L is hosting the Learning Environment; otherwise, New Mexico Highlands University is responsible for the installation and configuration of the SAML compliant Service Provider
- Service Provider restarts and IIS restarts will be required during the installation and configuration of the Service Provider, which may result in downtime to the D2L instances
- Single Log Out is not in scope of this project
- New Mexico Highlands University must ensure that appropriate resources are available with subject matter expertise in these areas:
 - SAML Compliant Authentication System (Installation and Configuration)
 - Network management (DNS entries, network firewall)
 - Server management (Hosting of Identity Provider and D2L Learning Environment, if self-hosted)
- New Mexico Highlands University will assign a single point of contact that will be responsible for New Mexico Highlands University's deliverables
- Delays in any deliverables or dependencies such as approvals or acceptance may result in the need to reschedule this project (and may also have a corresponding budget impact)
- Deliverables not explicitly described as in scope of this Work Order are explicitly out of scope of this Work Order
- Except for Client Information that may be included in the deliverables, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the deliverables

Contractual Notes

- The Work Order and the Services provided hereunder are subject to terms and conditions contained in the Governing Agreement between the Parties.

- Nothing in this Work Order shall be interpreted or constituted to be an amendment or change of the terms and conditions of the Governing Agreement except as explicitly described herein and in the above Quote, under which circumstances the agreed changes are applicable only for this Work Order.

6 Liability Limitations

- 6.01 D2L's liability to Client for damages, costs, losses or expenses provided pursuant to this Master Agreement, in contract, tort or otherwise, (except for the Indemnification section) is limited to six months of fees paid under the relevant Addendum or Statement of Work under which the claim arose. The liability limitation is commensurate with the consideration paid under this Master Agreement.
- 6.02 Neither Party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other Party had advised of the possibility of such damages. Each Party is liable to the other for direct losses and expenses incurred by the other Party as a result of any breach of the Confidentiality Section, and Client is liable to D2L against all direct losses and expenses incurred as any result of a breach of the Proprietary Rights & Restrictions Section.
- 6.03 Client is responsible for the content of its and its End User's transmissions, including Client information, over D2L's Network. Client agrees that it and its End Users will not use the Network for illegal purposes, to infringe the rights of a 3rd party, or to interfere with or disrupt the Network ("Disruption"). Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the Network to enter, or attempt to enter, another Network machine or Organizational Instance. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, terminate the mode of communication, suspend Client's and its End User's access to Network or terminate this Master Agreement, and Client is liable to D2L for claims arising from any Disruption.
- 6.04 No act or omission by D2L under this Master Agreement shall be interpreted or construed as being for the benefit of, or creating any D2L obligation toward, any 3rd party or legal entity other than Client.

7 Payment Terms & Taxes

- 7.01 D2L emails invoices to the address listed as Invoice Recipient. Payment is due on receipt of an invoice. Late payments are subject to an interest charge not to exceed the amounts permitted by New Mexico state law.
- 7.02 If D2L incurs costs in collecting overdue invoices, Client is responsible for reimbursing D2L for collection costs, including reasonable legal fees.
- 7.03 Client shall pay taxes promptly to D2L if D2L is required by law to collect them, except for taxes payable upon the income or capital of D2L. If Client is tax exempt, Client shall furnish to D2L its certificate upon request.
- 7.04 Client shall not deduct or set-off any amount from payments due to D2L.
- 7.05 D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts.

8 Excusable Delay

If a Party cannot perform any of its obligations under this Master Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events or circumstances outside that Party's control, the Party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Master Agreement are immediately suspended. If the period of non-performance exceeds 60 days from the receipt of notice, the Party receiving the notice may terminate this Master Agreement with written notice within 30 days.

9 Term & Termination

- 9.01 Master Agreement. This Master Agreement shall continue until all Addenda are terminated, or may be terminated as specified elsewhere in this Master Agreement or as follows:
- 9.02 by either Party if the other breaches the provisions of Confidentiality, Import/Export Restrictions and Proprietary Rights & Restrictions sections;
- 9.03 by either Party if the other Party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Master Agreement for a period of 60 days after written notice is given to the defaulting Party, unless the default is cured within the 60 day period; and
- 9.04 by either Party in the event the other Party ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, seeks creditor protection, suffers or permits the appointment of a receiver for its business or assets, or becomes bankrupt.
- 9.05 by D2L if Client fails to pay an invoice, which is not the subject of a good faith dispute, provided that the invoice remains unpaid 30 days after D2L's subsequent notice to Client that payment is required.
- 9.06 by Client on 60 days written notice without penalty should Client be able to unequivocally demonstrate that the legislature (1) fail to appropriate sufficient funding to Client for the program as it relates to this Master Agreement; (2) reduce the appropriations or Client's authority to spend appropriations as it relates to the program related to this Master Agreement; or (3) limit funding to a level for the program related to this Master Agreement such that Client reasonably deems insufficient to continue this Addendum. This section does not relieve Client of payment obligations for services provided prior to Client's termination notice.

10 Rights on Termination; Survival

- 10.01 On termination, all rights and obligations of the Parties cease except payment obligations.
- 10.02 Client shall return all copies of Software, Documentation and Materials within 30 days of termination.
- 10.03 Survivability. The Confidentiality, Proprietary Rights & Restrictions, Indemnification (to the extent the claim arose before the relevant Addendum was terminated), Liability Limitations, and the General sections shall survive termination of this Master Agreement, regardless of the reason for the termination.

11 Assignment

11.01 Neither this Master Agreement nor any rights hereunder may be assigned or transferred by Client, whether directly or by operation of law, without the prior written consent of D2L. D2L's consent may be conditioned upon the payment of additional fees to D2L in amounts determined by D2L.

11.02 **Deemed Assignment.** A change of control of Client, sale of substantially all of the assets of Client, merger or consolidation involving Client or any affiliate of Client effecting a change of control of Client, is deemed an assignment or transfer of this Master Agreement and the rights under it by operation of law requiring the prior written consent of D2L.

11.03 **Assignment Void.** Any assignment or transfer of this Master Agreement or the Product without the prior written consent of D2L shall constitute a material breach of this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any attempted transfer or assignment prohibited by this Master Agreement is null and void.

12 General

12.01 **Governing Law.** This Master Agreement is governed by the laws of state of Maryland, without regard to its conflict of laws principles. Legal action arising pursuant to this Master Agreement shall be filed in the courts of state of Maryland. The United Nations Commission on International Trade Law Conventions on Contracts for the International Sales of Goods and Related Transactions is specifically excluded from this Master Agreement. The Parties waive any right to a jury trial. This section maybe modified under the F&R Schedule upon a showing by Client of applicable law requiring a different jurisdiction.

12.02 **Conflict between Master Agreement and Addendum or other Authorizing Document.** An Addendum shall supersede the provisions of this Master Agreement where the documents are in conflict. The Master Agreement shall supersede the provisions of an Authorizing Document, unless the Authorizing Document refers to the provision of the Master Agreement it supersedes. No Addendum or Authorizing Document modifies any other Addendum or Authorizing Document unless the Parties agree in writing.

12.03 **Dispute Resolution.** If a dispute arises under this Master Agreement (save and except for anything with respect to any matters dealing with Confidential Information, Intellectual Property, or any matter requiring injunctive or equitable relief, unless otherwise agreed by the Parties), one Party may give written notice to the other Party of such dispute, and the Parties shall use good faith negotiation to settle the dispute. If such negotiations fail to resolve any dispute within fifteen (15) days after the date of written notice, then such dispute shall be referred to the senior representative of each of the Parties. If not resolved within the fifteen (15) days day period following such referral to the relevant representatives, the dispute shall be finally settled by arbitration on written notice from one Party to the other, and this Master Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in the county of the Client, unless otherwise agreed. Either Party may attend the arbitration through video conference, or some other commercially reasonable remote attendance. Within twenty (20) days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties, acting reasonably shall jointly appoint a single arbitrator who shall be an individual with significant experience in and understanding of the industry. If the Parties are unable to appoint a single arbitrator within the said twenty (20) day period, then each Party shall appoint one arbitrator, both such arbitrators to be appointed within ten (10) days after the end of the aforementioned twenty (20) day period, with a third arbitrator then being selected by those two arbitrators within five (5) days following their appointment. Such third arbitrator shall alone conduct the arbitration. In the event that either the Party fails to name an arbitrator within the period of time hereinbefore specified, the arbitrator named by the other Party shall determine the matter. In the event the two (2) arbitrators named fail to agree on a third arbitrator within the time hereinbefore specified, the third arbitrator shall be such person as shall be appointed by a New Mexico judge upon application by either Party. The arbitration will be final and binding and not subject to appeal and all costs related to such arbitration shall be payable by the unsuccessful Party. The procedures and substance of the arbitration will be governed by applicable New Mexico law as amended from time to time.

12.04 **Remedies Cumulative.** All rights and remedies under this Master Agreement are cumulative and in addition to all other rights and remedies of either Party at law or in equity.

12.05 **Notices.** All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by facsimile, provided that the sender retains proof of successful transmission. All notices shall be deemed received, if delivered by hand, on the date of delivery; if mailed, on the date of receipt appearing on the return receipt card; if sent by courier, on the date recorded by the courier company as having been received by the addressee; or, if sent by facsimile, on the date of receipt by the facsimile machine when it reports that the transmission is complete. Notices shall be sent or faxed to the names, addresses and numbers set forth below the signature lines to this Master Agreement.

12.06 **Import/Export Controls.** Client shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian/United States government.

12.07 **Non-solicitation.** During the term of this Master Agreement, and for 1 year following its termination, neither Party shall recruit or solicit any employee of the other Party, including as an independent contractor or consultant, without that Party's prior written consent.

12.08 **Entire Agreement.** This Master Agreement contains the entire understanding between the Parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the Parties with respect to this subject matter are superseded hereby.

12.09 **Amendment/Wavers.** No amendment, modification, termination or waiver of any provision of this Master Agreement is effective unless it is in writing and signed by both Parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect.

12.10 **Severability.** If a court declares void or unenforceable any term of this Master Agreement, the remaining terms and provisions of this Master Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term.

12.11 Independent Parties. Neither Party is an agent, employee, partner, joint venturer or legal representative of the other.

AGREED AND ACCEPTED

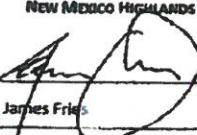
D2L LTD.

By:
 Name: Brandon Hisinger
 Title: CFO
 Date: Jun 9/12



NEW MEXICO HIGHLANDS UNIVERSITY

By:
 Name: Dr. James Fries
 Title: President
 Date:



NOTICE INFORMATION:

D2L LTD.

To: John Baker
 cc: Legal Department
 Title: President
 Fax: 519 772 0324
 Phone: 519 772 0325
 Address: 715 Saint Paul Street
 Baltimore, MD 21202

NEW MEXICO HIGHLANDS UNIVERSITY

To: _____
 Title: _____
 Fax: _____
 Phone: _____
 Address: _____

John.Baker@Desire2Learn.com

Email: Legal@Desire2Learn.com Email: _____

INVOICING INFORMATION

NEW MEXICO HIGHLANDS UNIVERSITY

INVOICE RECIPIENT
 Name: Doris J. Negos
 Title: Administrative Professional
 Fax: 505 451-3648
 Phone: 505 451-3643
 Address: P.O. Box 9200
Las Vegas, NM 87701

NEW MEXICO HIGHLANDS UNIVERSITY

PAYABLE ENQUIRY

Name: _____
 Title: _____
 Fax: _____
 Phone: _____
 Address: _____

Email: dr.gullegas@nmhu.edu Email: _____

Note: all invoices are provided via e-mail, unless otherwise requested in writing.



APPLICATIONS & HOSTING ADDENDUM

This Applications & Hosting Addendum, together with the Master Agreement, governs terms and conditions between New Mexico Highlands University and D2L relating to Applications.

A1 Grant of Use

Upon the Effective Date, D2L shall permit to Client to use Applications in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the attached Fees and Rates Schedule by the specified number of FTEs. Should Client not pay according to Section A4, this Addendum is terminated.

A2 Term 3 years and 7 months

This Addendum shall be effective for 3 years from the Effective Date listed in the below Fees and Rates Schedule ("Initial Term").

A3 Support

Support services are set forth in the Support Schedule attached to this Addendum and are coterminous with this Addendum.

Modifications to Applications or Hosting. D2L may modify the Applications or Hosting. D2L will advise Clients of material Modifications where feasible.

A4 Payments

A4.01 Client shall pay the fees as per the Fees and Rates Schedule, or, for additional work, as specified in an Authorizing Document.

A5 Use of Applications

A5.01 Client may use or access Applications for its use only. No 3rd party, other educational institution or business group or entity other than that identified in the attached Schedule(s) may make use of, or obtain access to, Applications without a separate Agreement.

A5.02 Audit. D2L may view the Client's site no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Master Agreement. If the audit reveals that Client's use of Applications exceeds its permitted use, Client shall pay D2L's then-current fees and reasonable administrative fees.

A6 Additional FTEs

Client may increase its number of FTEs upon paying the appropriate fee.

AGREED AND ACCEPTED

By:

D2L Ltd.

Name:

Title:

CFO

Date:

Jan 9/12

By:

New Mexico HIGHLANDS UNIVERSITY

Name:

Title:

Dr. James Ries

President

Date:

1/5/12

FEES AND RATES SCHEDULE
Effective Date: 31-Oct-11

Term: 3 years

Client: New Mexico Highlands University

User Type: FTE

Support Type: Standard

Instance Type: Shared

Component	Measure	Fees (\$)	Due
One-time Fees:			
Learning Environment	Implementation	5,500.00	31-Oct-11
Training	3 days	7,500.00	31-Oct-11
Learning Environment (Test)	Implementation	2,500.00	31-Oct-11
Batch SIS Integration	Implementation	12,500.00	31-Oct-11
New Org	Implementation	1,500.00	31-Oct-11
One-time Fees Total:		29,500.00	31-Oct-11
Annual Fees:			
Learning Environment	Up to 2700 FTE @ \$9.95/FTE	26,865.00	31-Oct
Hosting Fee	Up to 2700 FTE @ \$5.5/FTE	14,850.00	31-Oct
Test Environment - Maintenance	Annual Maintenance	2,500.00	31-Oct
Test Environment - Hosting	Hosting	2,500.00	31-Oct
SIS Integration Maintenance	Annual Maintenance	5,000.00	31-Oct
Standard Support	1 ASC(s) / 20 Incidents per Month	2,500.00	31-Oct
Annual Fees Total:		54,215.00	31-Oct
Additional Fees & Rates			
Support Incident overage	Any Incidents above the contracted amount	\$45	
Learning Environment overage	per FTE in excess of contracted amount	\$9.95/FTE	
Hosting overage	per FTE in excess of contracted amount	\$5.5/FTE	
Storage overage	Storage over 20 MB per FTE	\$0.01 per MB/Month	
Consulting Rates			
		Hourly Rate	
Level 3 Consultant/Architect/Manager		\$300	
Level 2 Consultant/Architect/Manager		\$215	



Level 1 Consultant	\$185
Training	Daily Rate
Maximum of twelve participants or a maximum of eight participants responsible for system administration.	\$2,500

Please note:

- Rates for professional services may be modified on 90 days' notice.
- Professional Services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.
- Storage amounts are currently set at 20MB per Enrollment.
- Travel and per diem expenses are not included in Consulting or Training rates.
- After the initial 12-month period, fees may be adjusted by any increase reflected in Consumer Price Index-Urban Consumers, as published by the U.S. Department of Labor, or 5%, whichever is greater

Revised Fees and Rates Schedule

Effective Date: December 1, 2011

Term: 3 Years and 7 Months

Client: New Mexico Highlands University

Component	Measure	Fees (\$)	Due
One-time Fees:			
Learning Environment	Implementation	5,500.00	1-Dec-11
Training	3 days	7,500.00	1-Dec-11
Learning Environment (Test)	Implementation	2,500.00	1-Dec-11
Batch SIS Integration	Implementation	16,000.00	1-Dec-11
LDAP / IPSCT Integration	Implementation	2,000.00	1-Dec-11
One-time Fees Total		33,500.00	1-Dec-11
Annual Fees: December 1, 2011 - June 30, 2012(7 Months)			
Learning Environment	Up to 2700 FTE @ \$9.95/FTE	15,671.25	1-Dec-11
Hosting Fee	Up to 2700 FTE @ \$5.5/FTE	8,662.50	1-Dec-11
Test Environment - Maintenance	Annual Maintenance	1,458.33	1-Dec-11
Test Environment - Hosting	Hosting	1,458.33	1-Dec-11
SIS Integration Maintenance	Annual Maintenance	1,750.00	1-Dec-11
LDAP/IPSCT Integration	Annual Maintenance	Included	1-Dec-11
Premium Support	1 ASC(s) / 20 Incidents per Month	3,957.92	1-Dec-11
Annual Fees Total:		32,958.33	1-Dec-11
Annual Fees: July 1, 2012 Onward			
Learning Environment	Up to 2700 FTE @ \$9.95/FTE	26,865.00	1-Jul
Hosting Fee	Up to 2700 FTE @ \$5.5/FTE	14,850.00	1-Jul
Test Environment - Maintenance	Annual Maintenance	2,500.00	1-Jul
Test Environment - Hosting	Hosting	2,500.00	1-Jul
SIS Integration Maintenance	Annual Maintenance	3,000.00	1-Jul
LDAP/IPSCT Integration	Annual Maintenance	350.00	1-Jul
Premium Support	1 ASC(s) / 20 Incidents per Month	6,785.00	1-Jul
Annual Fees Total:		56,850.00	1-Jul
Additional Fees & Rates			
Support Incident overage	Any incidents above the contracted amount	\$45	
Learning Environment overage	per FTE in excess of contracted amount	\$9.95/FTE	
Hosting overage	per FTE in excess of contracted amount	\$5.5/FTE	

Storage coverage	Storage over 20 MB per FTE	\$0.01 per MB/Month
Consulting Rates		
Position		Hourly Rate
Level 3 Consultant/Architect/Manager		\$300
Level 2 Consultant/Architect/Manager		\$215
Level 1 Consultant		\$185
Training		Daily Rate
Maximum of twelve participants or a maximum of eight participants responsible for system administration.		\$2,500

Please note:

- Rates For profession services may be modified on 90 days' notice.
- Professional Services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.
- Storage amounts are currently set at 20MB per FTE. Travel and per diem expenses are not included in Consulting or Training Rates.
- After the initial 12-month period, fees may be adjusted by any increase reflected in Consumer Price Index-Urban Consumers as published by the U.S Department of labor, or 5%, whichever is greater.

Support Schedule (Standard)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the Fees and Rates Schedule.

S1 Definitions

S1.01 **Business Hours** mean 8:00 a.m. to 8:00 p.m., Monday to Friday, except public holidays, in Client's time zone.

S1.02 **Client Support** means Software or Applications remote support.

S1.03 **Emergency** means an issue that is time critical, materially impairs the use of Software and is essential to the operation of Client's business.

S1.04 **General Support** means access to the client web site, general notifications, advisories, and similar services.

S1.05 **Issue** means a query regarding, or user-identified concern about, Software or Applications.

S1.06 **Supported Version** means the current and most recent prior release.

S2 Authorized Support Contact Name(s) (ASC)

S2.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client's authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.

S2.02 D2L provides Client Support during Business Hours. Outside Business Hours, Client Support will be provided for an Emergency only.

S2.03 Client Support is available to record issues, explain the functions and features of Software and clarify the contents of Documentation.

S2.04 Client may access D2L's client web site (www.Desire2Learn.com) for information about how to obtain Documentation and, for Software, available Upgrades.

S3 Unsupported Versions.

D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Support for Unsupported Versions will be charged at 200% of the applicable Rate.

S4 Remote Access.

To allow D2L to assess issues in the Software, Client shall use reasonable efforts to permit D2L remote access to Client's systems.

S5 Additional Authorized Support Contact(s).

Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

S6 Other services.

Client may not use Client Support for services other than Client Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S7 Termination.

Support is terminated when the relevant Addendum expires or is terminated.

S8 Reinstatement.

If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L's then-current support policies; or (b) decline to provide Client Support.



CONSULTING APPENDUM

This Consulting Addendum, together with the Master Agreement, governs terms and conditions between New Mexico Highlands University and D2L relating to Deliverables produced under a Statement of Work.

C1 Intellectual Property

C1.01 Except as specifically set forth in a Statement of Work, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the Deliverables, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting services. D2L grants to Client a time-limited, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

C1.02 D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Deliverables. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing Deliverables, provided that D2L shall not use or disclose any of Client's Confidential Information.

C1.03 Unless otherwise stated, Client shall retain its rights in any proprietary material that Client supplies to D2L. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under each Statement of Work for consulting services.

C2 Use of Deliverables.

Subject to payment in full of the applicable fees, D2L grants to Client for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display of the Deliverables. Client shall not make the Deliverables available to anyone outside of Client, without the prior written consent of D2L, except Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

C3 No Third-Party Beneficiaries.

This Addendum is for the benefit of the Parties only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by D2L or (ii) seek to impose liability on D2L as a result of the consulting services or any Deliverables furnished to Client.

C4 Required Skills.

Professional services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.

CS Content of Statement of Work

Each Statement of Work authorized under this Consulting Addendum shall include, at a minimum, the following information:

Project Name and Number	Software Requirements Specifications
Project ID	Intellectual property transfers (if any transfers are applicable)
Client Project Manager	Project Start Date
Client Technical Lead	Project End Date
D2L Project Manager	Project Location
D2L Technical Lead	Project Price & expenses (if applicable)
Project Description	Special Conditions
D2L Deliverables	A reference to this Consulting Addendum.
Client Obligations	

AGREED AND ACCEPTED

By:	<u>B. Nisley</u>	DCL LTD.
Name:	<u>Brandy Nisley</u>	
Title:	R	
Date:	Jan 9/12	
	31 October 2011	

NEW MEXICO HIGHLANDS UNIVERSITY	
By:	
Name:	Dr. James Friesen
Title:	President
Date	31 October 2011



MASTER AGREEMENT

This Master Agreement, including its Addenda and Schedules ("Master Agreement") governs terms and conditions between New Mexico Highlands University, Box 9000, Las Vegas, NM 87701, a New Mexico educational institution ("Client") and D2L Ltd., 715 St. Paul Street, Baltimore MD 21202, a Maryland corporation, or its subsidiaries, divisions or affiliates ("D2L") as listed in any Addendum to this Master Agreement.

1 Definitions

- 1.01 **Active User** means any person who registers for or is enrolled in one or more courses, and/or logs into the system in each consecutive 12-month period following the Effective Date.
- 1.02 **Addendum** is an executed document attached to this Master Agreement that provides specific terms and conditions of Products supplied to Client.
- 1.03 **Applications** mean D2L Software applications resident on D2L computers that Client is permitted to access and use through an Applications & Hosting Addendum.
- 1.04 **Authorizing Document** is any document signed or electronically agreed to by D2L and Client. An Authorizing Document may be an Addendum, a Statement of Work, an engagement letter, a purchase order letter, an e-mail (subject to reasonable authentication of sender's authority) or similar document.
- 1.05 **Client** includes its employees, directors, officers, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries.
- 1.06 **Client Information** includes course content, materials, personal information, and any other data that Client (or its authorized users) uploads or enters through its lawful use of Products and Services.
- 1.07 **Confidential Information** is information provided to one Party about the other Party's products or services, business, affairs, computer systems, installations or clients, to the extent that the information might reasonably be expected to be confidential. Confidential information also includes Client Information and personal information protected under privacy laws.
- 1.08 **Consulting** is implementation, development, or other assistance provided pursuant to an Addendum, Statement of Work or other Authorizing Document.
- 1.09 **Deliverable** is a tangible, verifiable work output such as a specification, programming, code, or other output developed under a Statement of Work.
- 1.10 **Documentation** is a document published by D2L for all clients such as a user's manual, release notes or is otherwise designated as documentation. Documentation does not include sales and/or marketing materials.
- 1.11 **Effective Date** is the date that the Client signs this Master Agreement or Addendum, unless otherwise specified in the Addendum.
- 1.12 **End Users** are the persons who access, attempt to access or use the Software or Applications as a product during the course of this Master Agreement.
- 1.13 **Enrolment** means the total of each unique course registrations over the course of each consecutive 12-month period following the Effective Date. For clarity, if an End User is registered in 2 course offerings during a particular year, it will count as 2 Enrolments.
- 1.14 **FTE** means a count of the highest reported full-time equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).
- 1.15 **Hosting** is the use of Applications on D2L equipment within D2L facilities.
- 1.16 **Intellectual Property** is any present or future development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, Invention, drawing, plan, specification, process or similar property.
- 1.17 **License Fee** is the fee paid to license the Software pursuant to a License Addendum.
- 1.18 **Network** is, collectively, D2L's hardware, Software, communications, cabling and other related resources through which Client accesses services.
- 1.19 **Party** is D2L and Client.
- 1.20 **Products and Services** include Applications, Software, Hosting, Consulting and any other duty, function or task D2L performs under this Master Agreement.
- 1.21 **Rates** are D2L's then-current charges for professional services it provides, except for out-of-pocket and per diem expenses.
- 1.22 **Schedule** is a document attached to this Master Agreement that is not an Addendum, or a document attached to an Addendum.
- 1.23 **Software** is a D2L software application or any part thereof in object code form licensed to or accessed by Client. Software also includes Upgrades provided under the Support Schedule, but does not include software applications developed under a Consulting Addendum or related Statement of Work.
- 1.24 **Statement of Work (or Work Order)** is a document created pursuant to a Consulting Addendum that specifies the roles and responsibilities of the Parties with respect to a particular engagement.
- 1.25 **Support** is support services provided pursuant to a Support Schedule, as more fully described in the Support Schedule.

D2L Ltd.
715 Saint Paul Street
Baltimore, MD 21202

Toll Free: 1 888.772.0325 (U.S. & Canada)
Telephone: +1 519.772.0325
Fax: +1 519.772.0324

1.26 **Upgrades** are modifications, templates and newer versions of Software and Applications provided by D2L that are made available generally to D2L clients. Upgrades do not include new independently-priced modules or utilities.

1.27 **Vendor** is a 3rd party provider of products or services to D2L.

2 **Warranties.** For Products and Services provided under this Agreement by D2L warrants that:

2.01 Its employees are appropriately trained and competent to and will perform Consulting; and

2.02 Applications and Software will substantially perform according to applicable Documentation provided that Client (or D2L at Client's request) has not modified Software.

2.03 Except as set forth in this Master Agreement, D2L makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products and Services or Network. D2L does not warrant that Products and Services or Network are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

3 Confidentiality

3.01 No Party shall furnish Confidential Information to any unauthorized person or entity.

3.02 Neither Party shall be bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was already rightfully in its possession before negotiations commenced that led to this Master Agreement; (c) is learned from a 3rd party under no apparent duty of confidentiality and is not otherwise protected under law; or (d) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

3.03 Nothing in this section is intended to prohibit D2L from issuing a mutually-acceptable press release, or naming Client in client listings or having Client's name disclosed as part of the natural use of the Products and Services.

4 Proprietary Rights & Restrictions

4.01 D2L has all appropriate rights and interest in its Applications, Software, Documentation, Materials, Deliverables, and other Intellectual Property (collectively, the "IP"), and D2L reserves these rights and privileges in connection with the IP, except as expressly granted to Client pursuant to this Master Agreement or applicable Creative Commons License. Except as may be expressly granted in a Statement of Work, D2L does not transfer any title or interest in its IP. The IP contains valuable intellectual property of D2L and its licensors. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4.02 Except as permitted by this Master Agreement, or applicable Creative Commons License Client shall not:

- 4.02.1 attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
- 4.02.2 use, reproduce, transmit, modify, adapt or translate the IP;
- 4.02.3 rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
- 4.02.4 alter, remove or cover proprietary notices in or on the IP.

4.03 Client owns and retains all right, title and interest to, or has appropriate possessory rights in Client Information. D2L makes no claim of license, title or ownership to Client Information.

4.04 Any default in Client's obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L's IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

5 Indemnification

5.01 **Claims.** D2L may indemnify, defend and hold harmless Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by 3rd parties alleging that Client's use of Applications, Software, Deliverables or Documentation is an infringement of patent or trademark rights of a 3rd party in Canada or the United States, but only if Client (a) promptly notifies D2L in writing of any claim; (b) allows D2L to control the defense or settlement of the claim; and (c) takes no action that, in D2L's reasonable judgment, impairs D2L's defense of the claim.

5.02 **Exclusions and Limitations.** This Indemnity shall not apply to the extent that the infringement claim results from (a) Client's unauthorized modification to Applications, Deliverables or Software; (b) Client's failure to install an Upgrade that would have avoided the claim; (c) the combination of the Software or Deliverables with 3rd party products where the 3rd party products are or reasonably should be governed by an agreement between Client and the 3rd party; or (d) D2L's compliance with specifications furnished by Client.

5.03 **D2L Options.** If a claim arises, D2L shall (a) substitute equivalent non-infringing Applications or Software; (b) modify the Applications or Software so that they no longer infringe but remain functionally equivalent; or (c) if neither (a) nor (b) is reasonably feasible, cancel the Addendum, and refund the unused pro-rated amounts.

5.04 **Entire Liability.** This section states the entire liability and obligation of D2L regarding infringement claims.

NEW MEXICO HIGHLANDS UNIVERSITY

PURCHASE ORDER

PURCHASE ORDER # P0170581 Page 1
DATE OF PO. 07/29/16
BLANKET #

TO: @00248272

VENDOR CODE

D2L Ltd
Dept CH 19710
Palatine IL 60055 9710

ADDRESS CORRESPONDENCE TO Mario R Romero DATE REQUIRED 07/29/16

PAYMENT TERMS

BUYER NAME

F.O.B. POINT

SHIP VIA

QUANTITY

U/M

UNIT PRICE

EXTENDED

ACCOUNT	ITEM	COMMODITY DESCRIPTION	DISCOUNT:	ADDL CHARGES:	TOTAL TAXES:	TOTAL
12400-28000-7552-180	1	July 1-June 30, 2017 1st year Maintenance Learning Environment System	1.00	LOT	69, 986.2400	69, 986.24

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading.
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document.
5. Payment terms are net-30 from the date of receipt and acceptance, except for purchase of construction.

Purchasing Department
New Mexico Highlands University
Las Vegas, NM 87701
Telephone: 505-454-3195 or 454-3249
Fax: 505-454-3109

ORIGINAL

By _____
THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN
APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

SUBSECTION I. NMHU GENERAL TERMS AND CONDITIONS

I. INSPECTION: NMHU may inspect, at any reasonable time, any part of Contractor's plant or place of business which is related to the performance of the materials, supplies or services furnished. Any testing or inspection procedures required by the specification add to NMHU's rights under this paragraph.

2. WARRANTIES: Contractor warrants the materials, supplies, or services furnished to be exactly as specified in this order, free from defects in any sample furnished by Contractor. All applicable Uniform Commercial Code warranties, express or implied are incorporated herein.

3. ACCEPTANCE AND REJECTION: If prior to final acceptance, any materials, supplies, or services are found to be defective or not as specified, or if NMHU is entitled to revoke acceptance of them, NMHU may reject or revoke acceptance, require Contractor to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at NMHU's option. Contractor shall reimburse NMHU for all incidental and consequential costs related to unaccepted materials, supplies or services. Notwithstanding final acceptance and payment, Contractor shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive the right to claim damages for breach.

4. ASSIGNMENT: This order is assignable by NMHU. Except as to any payment due hereunder, this order is not assignable by Contractor without written approval of NMHU.

5. CHANGES: NMHU may make changes within the general scope of this order by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost, or the time required for performance of this order, an appropriate equitable adjustment shall be made. Changes by Contractor shall not be recognized without prior written approval of NMHU. Any claim of Contractor for an adjustment under this Paragraph must be made in writing within thirty (30) days from the release of payment by NMHU. Nothing in this Paragraph shall excuse Contractor from proceeding with performance of the order as changed hereunder.

6. TERMINATION AND DELAYS: NMHU may be written notice, stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. NMHU shall pay Contractor as full compensation for performance until such termination: (1) the unit or proportionate price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources, by Contractor, as approved by NMHU, with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to Contractor's actual cost, and may not include anticipated profits. NMHU may require Contractor to provide an itemized list and receipt of those actual costs.

NMUH may, by written notice terminate this order in whole or in part for Contractor's default if Contractor refuses or fails to comply with the provision of this order, or fails to make progress as to endanger performance and does not cure such failures within a reasonable period of time. In such event, NMHU may otherwise secure the materials, supplies or services ordered, and Contractor shall be liable for damages suffered by NMHU thereby, including incidental and consequential damages.

If after notice of termination, NMHU determines Contractor was not in default, or if Contractor's default is due to failure of NMHU, termination shall be deemed for the convenience of NMHU.

The rights and remedies of NMHU provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this Article, the word "Contractor" includes Contractor and his subcontractors/subsuppliers at any tier.

If this order is subcontracted under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of Subsection II and any other provisions of this order, the terms and conditions of Subsection II shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference.

SUBSECTION II. GOVERNMENT SUBCONTRACT PROVISIONS

A. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order.

* Anti-Kickback Procedures
* Buy American Act and Balance of Payments Program
* Contract Work Hours and Safety Standards Act-Overtime Comp.

* Equal Employment Opportunity

Incentive of Unit Prices

Notice to the Government of Labor Disputes

Preference for U.S. Flag Air Carriers (for international air travel)

Restriction on Subcontractor Sales to the Government

Service Contract Act of 1965 (reserved)

* Termination for Convenience of Government (Education and other Nonprofit institutions)

B. The following provision of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$2,500:

Affirmative Action of Handicapped Workers

C. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$10,000:

Affirmative Action for Special Disabled and Vietnam Era Veterans

Audit- Negotiations

Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

Examination of Records by Comptroller General Utilization of Small Business Concerns

Walsh Henley Public Contracts Act

D. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$25,000:

Authorization and Consent
Notice and Assistance re Patent and Copyright infringement
Preference for Privately Owned U.S. Flag Commercial Vessels
Utilization of Women-Owned Small Businesses

NMHU reserves all administrative, contractual, and legal remedies against the contractor or Contractor who breaches any of the contract terms.

7. AFFIRMATIVE ACTION: Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principle set forth in Executive Order 11246 and 11335, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; communicate in both English and Spanish to all persons concerned within his company, with outside recruitment services and the minority community; at larger to provide NMHU on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with NMHU his policies and practices relating to his affirmative action program.

8. INDEMNIFICATION AND INSURANCE: Contractor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Contractor, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of NMHU). Contractor shall indemnify and hold harmless NMHU, its officers, agents and employees from any and all liability for such losses, personal injury or damage and shall pay any damage costs and expenses, including attorney's fees, in connection with or resulting from such suit or action.

Contractor agrees that it and its subcontractors will maintain public liability and property insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of NMHU. Contractor is to include NMHU; its officers, Regents, agents and employees as a Policy Holder of such liability insurances.

9. PATENT AND COPYRIGHT INDEMNITY: Contractor shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent or other intellectual property rights, Contractor shall indemnify and hold NMHU harmless from any cost, expense, damage, or loss resulting therefrom.

10. DISCOUNTS: Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by NMHU's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. PENALTIES: The Procurement Code, Section §13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. TITLE AND DELIVERY: Title to the materials and supplies passed hereunder shall pass to NMHU at the F.O.B. point specified subject to the right of NMHU to reject upon inspection. For any exception to the delivery date specified, Contractor shall give prior notification and obtain approval thereto from NMHU. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. OTHER APPLICABLE LAWS: Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein. These terms & conditions are in addition to the State of New Mexico Procurement Code, §13-1-28 N.M.S.A. 1978. Any conflicts in these and other NMHU Terms & Conditions are superseded by the Procurement Code and Federal laws. In such a situation, all contracts, purchase orders, agreements and other related documents may be null and void.

On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk () are incorporated into this contract.

Vigil, Lucy V

From: Vigil, Lucy V
Sent: Monday, August 01, 2016 8:33 AM
To: 'John.Baker@Desire2Learn.com'
Cc: Gallegos, Doris R
Subject: P0170581
Attachments: SKM_C224e16080108360.pdf

From: Scanner No Reply
Sent: Monday, August 01, 2016 9:37 AM
To: Vigil, Lucy V <lucyvigil@nmhu.edu>
Subject: Message from KM_C224e

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

P.O. 170581

DO NOT WRITE IN BOX BELOW

SUGGESTED VENDOR:

@00248272

Desire2Learn

Dept. CH 19710 Palatine, IL 60055-9710

Fax: 519-772-0324 Tele: 519-772-0325

John.Baker@Desire2Learn.com

SHIP TO:

New Mexico Highlands University

Attn: Information Technology Department

1005 Diamond Ave

Las Vegas, NM 87701

ATTN: Shay

Date	<u>7/29/16</u>
Terms (Net 30)	<u>SPN</u>
Bid/Proposal/SPD/GSA	<u>SPN</u>
Buyer Approval	<u>SPN</u>

Date: Jul 18, 2016Dept. Name **Information Technology Services**User Contact Doris Gallegos Ext 3168Date Wanted (REQUIRED) : Jul 19, 2016Blanket Order Effective Dates: Jul 19, 2016 to Jun 30, 2017

FUND	ORG	ACCOUNT	PROGRAM	%	\$
Account 1	12400	28000	7552	180	100
Account 2					
Account 3					
Account 4					

NO.	QTY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
			Quote: 438 FY17 July 1, 2016-June 30, 2017 (1st year)		
1	1		Maintenance-NMHU Learning Environment System	\$69,956.24	\$69,956.24
2					

W. Baker

New Mexico Highlands University
Purchasing Department

JUL 29 2016

See Attached:
3yr contract (\$216,227.7, July 1, 2016-June 30, 2019)
PLEASE FAX TO VENDOR

RECEIVED

FUND SUPERVISOR SIGNATURE (REQUIRED) *Phil Escue* Total Estimated Cost \$69,956.24Signature Name (Typed) Phil Escue

APPROVALS DATE

JMM 7-28-16

COMPLIANCE

APPROVALS DATE

SPN 7/26/16

PRESIDENT (OVER \$30,000.)

FOOD

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)



*PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

NN

Revised Oct 30, 2008



To: Max Baca, Interim Vice President for Finance and Administrative Service
Through: Phil Escue, Interim Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: July 21, 2016
Subject: Purchase Requisition Cover Memo

Justification:

Desire2Learn is used as the main learning management system (LMS) for the University. It is used for internet based instruction in conjunction with classroom enhancement. Without license renewal each year we would not have internet courses available to students and faculty. This is for a 3 year re-licensing.



D2L Ltd
500 York Road
Towson MD 21204
United States

Renewal Order Form

Order #436
07/07/2016

To
New Mexico Highlands University
Box 9000
Las Vegas NM 87701
United States

Order Effective Date: 07/01/2016

Order End Date: 06/30/2019

Term: 36 months

User Type: FTE

Currency: USD

Quantity	Item	Amount
2,931	D2L Learning Environment Annual Fee	
2,931	D2L Cloud Services Annual Fee	
1	Additional Environment Annual Maintenance	
1	Additional Environment Cloud Services	
1	Standard SIS/HRIS Integration Annual Maintenance	
1	Premium Support	
1	IPAS Integration Annual Maintenance	

Fees Due: 07/01/2016

\$69,956.24

2,931	D2L Learning Environment Annual Fee
2,931	D2L Cloud Services Annual Fee
1	Additional Environment Annual Maintenance
1	Additional Environment Cloud Services
1	Standard SIS/HRIS Integration Annual Maintenance
1	Premium Support
1	IPAS Integration Annual Maintenance

Fees Due: 07/01/2017

\$72,054.92

2,931	D2L Learning Environment Annual Fee
2,931	D2L Cloud Services Annual Fee
1	Additional Environment Annual Maintenance
1	Additional Environment Cloud Services





D2L Ltd
500 York Road
Towson MD 21204
United States

Renewal Order Form

Order #436

07/07/2016

Quantity	Item	Amount
1	Standard SIS/HRIS Integration Annual Maintenance	
1	Premium Support	
1	IPAS Integration Annual Maintenance	
		<i>Fees Due: 07/01/2018</i>
		\$74,216.58
	Total	\$216,227.74
		<small>Pricing Does Not Include Applicable Taxes</small>

Special Terms & Conditions

The Parties hereby agree to extend the Governing Agreement through and until 06/30/2019.

EFFECTIVE IMMEDIATELY AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AGREEMENT BETWEEN CLIENT AND D2L:

1. D2L reserves the right to use third parties ("Vendors") located in Canada, the United States, or the European Union who are under a covenant of confidentiality with D2L, to assist with the Products and Services, including hosting, data migration, configuration, implementation and custom code development processes. D2L shall be responsible to Client for the acts and/or omissions of such Vendors as between D2L and Client. For certain Products and Services such as mobile apps or collaborative workspaces, D2L may enter into separate agreements directly with End Users.
2. If Client requests or selects other third-party software or services to be integrated or used with the Products and Services, Client agrees that D2L may allow such third party providers to access Client Data as required for the interoperation of such software or services with the Products and Services, and any exchange of data or other interaction between Client and a third party provider is solely between Client and such third party provider. D2L shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any such access by such third-party.
3. Notwithstanding anything to the contrary in the Governing Agreement, to deliver, develop, test and improve the Products and Services required under this Agreement and provide to its clients generally, D2L may collect, store, analyze, and interpret data elements acquired by, associated with, or provided in the use of Applications and Software ("Analysis") as may be required for Analysis purposes. All individual data elements of the Analysis are property of their respective owners. All usage data related to performance or use of the Products and Services and algorithm, computational, or cumulative results of the Analysis are wholly-owned by D2L. Client may be responsible for the payment of Fees to D2L should Client wish to access or generate any computational or cumulative results from Client Data using certain Products and Services with analytic capabilities.
4. Except as expressly set out above, all other terms of the Governing Agreement remain in full force and effect, and this Amendment will prevail in the event of any inconsistency or conflict with the Governing Agreement.

Remove Capture
Replace LDAP with IPAS

Signature



436



D2L Ltd
500 York Road
Towson MD 21204
United States

Renewal Order Form

Order #436

07/07/2016

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

D2L reserves the right to accept or reject any PO or signed Order Form.

To accept this Order Form, sign here:

Print Name: MAX BACA

Date:



436

3 of 3

FY17-004

NMHU PURCHASING DEPARTMENT

New Mexico Highlands University
Purchasing Department

SOLE SOURCE JUSTIFICATION FORM

JUN 06 2016

A sole source procurement is one for which only one vendor is capable of or allowed to perform a particular service and/or construction or for a tangible item that can be offered by only one vendor. A sole source procurement must comply with §13-1-126 and §13-1-128 N.M.S.A. 1978 and all other state statutes and federrals pertaining to sole source procurements.

RECEIVED

Submittal of this form is one of the steps required prior to approval of the procurement (approved via issuance of a purchase order). If this procurement is approved by the NMHU Purchasing Department it will then be posted onto the University's website and the State of New Mexico's Sunshine Portal. The posting will be for no less than thirty (30) calendar days. If a potential vendor submits a protest against a sole source procurement within that timeframe, the sole source will not be awarded until, and if the protest is resolved.

This form must be completed in its entirety. If it is not completed in its entirety it will not be accepted and will be returned to the requestor.

Describe the tangible item(s), construction and/or service(s) you would like to procure.

Desire2Learn (D2L) Software license subscription and support for 12 months, renewal.

Provide the following:

Vendor Name Desire2Learn

Address

Dept. CH 19710
Palatine, IL 60055-9710

Name of Company Representative

Company Contact Information

Email John.Baker@Desire2Learn.com

+

Telephone 519-772-0325

Fax 519-772-0324

Amount of Proposed Sole Source \$ 86,375

Can this procurement be made by the regular Invitations for Bids (lowest bid amount) or Request for Proposals (qualifications-based) process? If not, explain why.

No. This is for renewal of hosting, maintenance, and subscription of the D2L learning management system (LMS). There are no other provider that can offer a renewal of services for the Desire2Learn products.

What other tangible items, services or construction methods did you consider? Specify the specifications, sources, technical data and any other non-tangible factors that you considered.

As stated, Desire2Learn is the University's learning management system software. To not keep it maintained and hosted would mean the University would lose its' investment and have to go to another system for this service. This would involve selecting another product and converting the data to a new system which would cost and take a considerable amount of time, it is recommended that we continue the agreement.

Which other companies did you contact for the tangible item(s), construction and/or service(s)? Provide the name of the company, representatives you spoke to and contact information.

None, the product(s) are own by Desire2Learn and they are the sole provider for maintenance of their product.

Did you rely on information from other individuals to make your determination, if so by who and what information did they provide?

Please contact John Baker at 519-772-0325 for further information.

Provide any additional information that may be useful in making a determination.

The University uses Desire2Learn for all LMS functions of the University. It is used by all instructional area of the University.

Attach to this department quotes, technical specifications or other data that describes the tangible item(s), service(s) and/or construction.

I certify that all the information provided in this document and all attachments (if applicable) are to the best of my knowledge and I understand that there are penalties for willful violations of the State of New Mexico Procurement Code.

Phillip C. Escue

Requestor Name and Title



Signature

6/3/16

Date

APPROVALS:

**Department Head or Dean
(if different from above)**
Name and Title

Signature

Date

Michael Saavedra, Director
Purchasing Department
Name and Title



Signature

06/06/16

Date

[END OF DOCUMENT]

PURCHASE ORDER

PURCHASE ORDER # P0170795 Page 1
 DATE OF P.O. 08/17/16
 BLANKET #

TO: @000248272

VENDOR CODE

D2L Ltd
 Dept CH 19710
 Palatine IL 60055 9710

ADDRESS CORRESPONDENCE TO ▼
 08/17/16
 DATE REQUIRED

Mario R Romero
 BUYER NAME

SHIP TO:
 Doris Gallegos/IT Services
 NMHU - Central Receiving
 1005 Diamond Avenue
 Las Vegas NM 87701

MAIL ORIGINAL INVOICE TO:
 New Mexico Highlands University
 Attn: Accounts Payable
 P.O. Box 9000
 Las Vegas, New Mexico 87701
 Telephone: 505-454-3442

F.O.B. POINT	ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED	SHOW PURCHASE ORDER NUMBER, SHIP TO AND MARK ON ALL DOCUMENTS		
							DISCOUNT:	ADD'L CHARGES:	TOTAL TAXES:
12400-28000-7524-180	1	In addition to P0170581 GRT		LOT		3,585.26	.00	.00	.00

IMPORTANT INSTRUCTIONS

1. Mail all invoices to Accounts Payable.
2. This Purchase Order Number must be on all Invoices, Packages, Shipping Labels and Bills of Lading.
3. Please acknowledge order and advise shipping date.
4. This Purchase Order is subject to the terms and conditions on the reverse side or on the attached document.
5. Payment terms are net-30 from the date of receipt and acceptance, except for purchase of construction.

TOTAL

3,585.26

Purchasing Department
 New Mexico Highlands University
 Las Vegas, NM 87701

Telephone: 505-454-3195 or 454-3249

Fax: 505-454-3109

ORIGINAL

By: Mario Romero
 THIS PURCHASE ORDER IS VALID ONLY WITH THE WRITTEN APPROVAL BY THE PURCHASING OFFICER'S SIGNATURE.

SUBSECTION I—GENERAL TERMS AND CONDITIONS

- 1. INSPECTION:** NSMHU may inspect, at any reasonable time, any part of Contractor's (may also be referred to as "Vendor") plant or place of business which is related to performance of the Purchase Order. Final inspection will be made at the destination. Acceptance of delivery shall not be made until inspection has been completed and all inspection procedures required by the specification add to NSMHU's rights under this paragraph.
 - 2. WARRANTIES:** Contractor warrants the materials, supplies, or services furnished to be exactly as specified in this order; free from defects in material and workmanship, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. All applicable Uniform Commercial Code warranties express or implied are incorporated herein.

The following revisions of the Federal Acquisition Regulation (FAR) are made under authority of the

- * Anti-kickback Procedures
 - * Buy American Act and Balance of Payments Program
 - * Contract Work Hours and Safety Standards Act/Overtime Comp.
 - * Equal Employment Opportunity
 - * Integrity of Unit Prices
 - Notice to the Government of Labor Disputes
 - Preference for U.S. Flag Air Carriers (for international air travel)
 - Restriction on Subcontractor Sales to the Government
 - * Service Contract Act of 1965 (ascert)
 - * Termination for Convenience of Government (Education and other Nonprofit institutions)
 - B. The following provision of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$10,000:
 - Affirmative Action of Handicapped Workers
 - C. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$10,000:
 - Affirmative Action for Special Disabled and Vietnam Era Veterans
 - Audit - Negotiations
 - * Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
 - * Examination of Records by Comptroller General Utilization of Small Business Concerns
 - Walsh-Healey, Public Contracts Act
 - D. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$10,000:
 - Authorization and Consent
 - Notice and Assistance re: Patent and Copyright Infringement
 - Preference for Privately Owned U.S. Flag Commercial Vessels
 - Utilization of Labor Surplus Area Concerns
 - Utilization of Women-Owned Small Businesses

NMHU hereby, including incidental and consequential damages. If after notice of termination, NMHU determines that Contractor was not in default, or if Contractor's default is due to failure of NMHU to terminate shall be deemed for the convenience of NMHU. The rights and remedies of NMHU provided in this article shall not be exclusive and may in addition to any other rights and remedies provided by law or under this order.

As used in this Article, the word "Contractor" includes Contractor and his subcontractors/subsuppliers at any tier.

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into Subsection II and any other provisions of this order, the terms and conditions of Subsection II shall prevail. The clauses contained

and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions specified in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference.

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|----|---|--|-----------|--|--|
| | | | | | |
| F. | The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$500,000: | | | | |
| | Labor Surplus Area Subcontractors Program | | | | |
| | Small Business and Small Disadvantaged Business Subcontracting Plan | | | | |
| G. | The following provisions of the Federal Acquisition Regulations (FAR) apply when noted: | | | | |
| | Filing of Patent Applications Classified Subject Matter | When Subcontract involves Classified Matters | 52.227-1 | | |
| | Hazardous Materials Identification And Material Safety Data | When Subcontract involves hazardous material | 52.227-2 | | |
| | Overseas Distribution of Subcontract | When subcontract amount exceeds \$100,000 (DOD only) | 52.204-7 | | |
| | Patent Rights Clauses | When the subcontract or purchase order involves experimental research and development work | 52.227-11 | | |
| | Rights in Technical Data and Computer Software | applies to small business and non-profit organizations. | 52.227-12 | | |
| | Required Sources for Jewel Bearings | applies to others. | 52.227-13 | | |
| | Restrictive Markings on Technical Data | When subcontractor includes technical data or software acquisition (DOD only) | 52.227-14 | | |
| | Security Requirements | When subcontract involves access to classified information | 52.204-1 | | |
| | Special Prohibition on Employment | If the subcontract amount exceeds \$25,000 (DOD only) | 52.203-7 | | |
| | Validation of Restrictive Markings on Technical Data | When subcontract includes technical data or software acquisition (DOD only) | 52.227-15 | | |
| | causes the contractor or subcontractor who breaches any of the contract terms. | | | | |

10

- employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; communicate this policy to both English and Spanish to all persons concerned within his company; with outside recruitment services and the minority community at large; to provide NMHU on request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with NMHU his policies and practices relating to his affirmative action program.

2

- personal injury or damage and shall pay any damages, costs and expenses including attorneys' fees, in connection with or resulting from such suit or action.

Contractor agrees that it and its subcontractors will maintain public liability and property insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of NIHU. Contractor is to include NIHU: its officers, Regents, agents and employees as a "Policy Holder" of such liability insurance.

9

- 10. DISCOUNTS:** Any discount time will not begin until the materials, supplies or services have been received and accepted and correct information received by NNHU's Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. PENALTIES: The Procurement Code, Section §13-1.28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. TITLE AND DELIVERY: Title to the materials and supplies passed hereunder shall pass to NNHU at the F.O.B. point specified subject to the

4

- 13.1 OTHER ATTACHABLE LAW:** Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein. These terms & conditions are in addition to the State of New Mexico Procurement Code, § 13-1-28 N.M.S.A. 1978. Any conflicts in these and other NMHU Terms & Conditions are superseded by the Procurement Code and Federal laws. In such a situation, all contracts, purchase orders, agreements and other related documents may be null and void.

Dai

- E. The following provisions of the Federal Acquisition Regulations (FAR) also applies if the amount of this order exceeds \$100,000:

 - Clean Air & Water
 - Price Reduction of Defective Cost or Pricing Data
 - Subcontractor Cost or Pricing Data
 - Subcontractor Cost or Pricing Data

Note 52.215-22 applies if cost or pricing data is initially required if not 52.215-25 applies to transactions over \$100,000.

52.215-21

52.215-23

52.215-25

- | Small Business and Small Disadvantaged Business Subcontracting Plan | |
|---|--|
| G. | The following provisions of the Federal Acquisition Regulation (FAR) apply when noted: |
| Filing of Past Applicable Classified Subject Matter | When Subcontract involves Classified Matters |
| Hazardous Materials Identification and Material Safety Date | When Subcontract involves hazardous material |
| Overlays/Distribution of Subcontract | When subcontract amount exceeds \$100,000 (DOD only) |
| Patent Rights Clauses | When the subcontract or purchase order involves |

- | | |
|--|---|
| Required Sources for Level Ratings | When subcontract or acquisition requirement specifies |
| Restrictive Markings on Technical Data | When subcontract or acquisition requirement specifies |
| Security Requirements | When subcontract or acquisition requirement specifies |
| Special Prohibition on Employment | When subcontract or acquisition requirement specifies |
| Validation of Restrictive Markings on Technical Data | When subcontract or acquisition requirement specifies |

On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk () are incorporated into this contract.

Vigil, Lucy V

From: Vigil, Lucy V
Sent: Thursday, August 18, 2016 8:14 AM
To: 'John.Baker@Desire2Learn.com'
Cc: Gallegos, Doris R
Subject: P0170795
Attachments: SKM_C224e16081808200.pdf

From: Scanner No Reply
Sent: Thursday, August 18, 2016 9:20 AM
To: Vigil, Lucy V <lucyvigil@nmhu.edu>
Subject: Message from KM_C224e

NEW MEXICO HIGHLANDS UNIVERSITY PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

P.O. 170795

SUGGESTED VENDOR:

@00248272

Desire2Learn

Dept. CH 19710 Palatine, IL 60055-9710

Fax: 519-772-0324 Tele: 519-772-0325

John.Baker@Desire2Learn.com

SHIP TO:

New Mexico Highlands University

Attn: Information Technology Department

1005 Diamond Ave

Las Vegas, NM 87701

ATTN: Shay

Blanket Order Effective Dates: Aug 13, 2016 to Jun 30, 2017

DO NOT WRITE IN BOX BELOW

Date 8/17/16Terms (Net 30) 8/21/16Bid/Proposal/SPD/GSA P0170581Buyer Approval NDate: Aug 12, 2016Dept. Name **Information Technology Services**User Contact **Doris Gallegos** Ext **3168**Date Wanted (REQUIRED) : Aug 13, 2016

FUND	ORG	ACCOUNT	PROGRAM	%	\$
Account 1	12400	28000	7524	180	100
Account 2					
Account 3					
Account 4					

NO.	QTY	UNIT	COMMODITY DESCRIPTION	UNIT PRICE	TOTAL
			Quote: 438 FY17 In addition to P0170581 to include GRT FOR: Maintenance-NMHU Learning Environment Syst		
1	1		GRT 5.13%	\$3,585.26	\$3,585.26
			July 1, 2016-June 30, 2017 (1st year)		
			See Attached: 3yr contract (\$216,227.7, July 1, 2016-June 30, 2019) PLEASE FAX TO VENDOR		
			AUG 17 2016		
			RECEIVED		

FUND SUPERVISOR SIGNATURE (REQUIRED)

Signature Name (Typed)

Phil Escue

Total Estimated Cost

\$3,585.26

APPROVALS

DATE

APPROVALS

DATE

COMPLIANCE

8/17/16

PRESIDENT (OVER \$30,000.)

FOOD

V P FOR FINANCE AND ADMINISTRATION (OVER \$10,000.)

PLEASE ATTACH THE REQUIRED PURPOSE AND JUSTIFICATION MEMO FOR THIS PURCHASE REQUISITION

Revised Oct 30, 2008



To: Max Baca, Interim Vice President for Finance and Administrative Services
Through: Phil Escue, Interim Director of Information Technology Services (ITS)
From: Doris Gallegos, Administrative Professional
Date: August 12, 2016
Subject: Purchase Requisition Cover Memo

Justification:

In addition to P0170581, to include GRT, which D2L did not include in the original quote. Desire2Learn is used as the main learning management system (LMS) for the University. It is used for internet based instruction in conjunction with classroom enhancement. Without license renewal each year we would not have internet courses available to students and faculty. This is for a 3 year re-licensing.

D2L

Invoice

Page 2 of 2

Invoice Date
Invoice #

7/31/2016
US3875

D2L Ltd
500 York Road
Towson MD 21204
United States
519-772-0325
Tax ID # 26-1163681

Description	Period Start Date	Period End Date	QTY	Amount
IPAS Integration Annual Maintenance	7/1/2016	6/30/2017	1	0.00

Remove Capture
Replace LDAP with IPAS

Subtotal 69,956.24
Tax Total (Sales Tax 5.13%) 3,585.26
Total \$73,541.50

Additional Information:

Thank-you for your business.
Please email accountsreceivable@d2l.com with questions regarding this invoice.
Past due accounts are subject to an interest surcharge of 1.5% per month (19.6% per year).

Payments should be sent to:
D2L Ltd.
Dept CH 19710
Palatine, IL 60055-9710

All other correspondence should be sent to the address at the top of the invoice.

If you would like to submit payment via EFT please remit to:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive, Santa Clara, CA 95054
Bank Account #: 3301011080
Bank Routing #: 121140399

CONFIDENTIAL

D2L

D2L Ltd
500 York Road
Towson MD 21204
United States
519-772-0325
Tax ID # 26-1163681

Invoice

Page 1 of 2

Invoice Date 7/31/2016
Invoice # US3875

Terms	Net 30
Due Date	8/30/2016
PO #	
Order #	436
Currency	USD

Bill To

New Mexico Highlands University
Box 9000
Las Vegas NM 87701
United States

OK PAYMENT

Ship To

New Mexico Highlands University
Box 9000
Las Vegas NM 87701
United States

Description	Period Start Date	Period End Date	QTY	Amount
D2L Learning Environment Annual Fee	7/1/2016	6/30/2017	2,931	69,956.24
D2L Cloud Services Annual Fee	7/1/2016	6/30/2017	2,931	0.00
Additional Environment Annual Maintenance	7/1/2016	6/30/2017	1	0.00
Additional Environment Cloud Services	7/1/2016	6/30/2017	1	0.00
Standard SIS/HRIS Integration Annual Maintenance	7/1/2016	6/30/2017	1	0.00
Premium Support	7/1/2016	6/30/2017	1	0.00

Additional Information:

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If you would like to submit payment via EFT please remit to:

Bank Name: Silicon Valley Bank
Bank Address: 3003 Tasman Drive, Santa Clara, CA 95054
Bank Account #: 3301011080
Bank Routing #: 121140399