



Sales Tax Exemption

Texas A&M University-Commerce is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Commerce.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Dec 17, 2021	AB0677545	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
tab - Ball, Travis	travis.ball@tamuc.edu	903.886.5060
Customer Contact:		
Name:	Mallory Dennie	
Email:	MALLORY.DENNIE@TAMUC.EDU	
Phone:	+1 903-886-5421	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M University-Commerce's Purchasing Department prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	D2L LTD	Delivery Address	
Address	210 W PENNSYLVANIA AVENUE SUITE 400A TOWSON, Maryland 21204 United States	TAMUS Member:	21-Texas A&M University - Commerce (21)
Phone	+1 877-325-7778	Attn:	Mallory Dennie
FOB / FREIGHT	Destination	VPIO	
Pre-Pay & Add	No	Room	BA 132
Payment Terms	0, Net 30	2600 S Neal St	
Contract Number - Header	<i>no value</i>	Commerce, TX 75428	
Contract Number - Line	C2019695	United States	
Quote number	Q-37023	Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

Texas AM Universi...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by Texas A&M University-Commerce shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.
	536	Terms & Conditions - TAMU-Commerce	This purchase shall be in accordance with the Texas A&M University-Commerce terms and conditions. To obtain, please go to the following address:

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 5	Year 1 (2/1/2022 - 1/31/2023) Brightspace Core & Plus Admin Support 9000FTE	N/A	EA	126,270.00 USD	1 EA	126,270.00 USD
2 of 5	Year 2 (2/1/2023 - 1/31/2024) Brightspace Core & Plus Admin Support 9000FTE	NA	EA	126,270.00 USD	1 EA	126,270.00 USD
3 of 5	Year 3 (2/1/2024 - 1/31/2025) Brightspace Core & Plus Admin Support 9000FTE	NA	EA	126,270.00 USD	1 EA	126,270.00 USD
4 of 5	Year 4 (2/1/2025 - 1/31/2026) Brightspace Core & Plus Admin Support 9000FTE	NA	EA	126,270.00 USD	1 EA	126,270.00 USD
5 of 5	Year 5 (2/1/2026 - 1/31/2027) Brightspace Core & Plus Admin Support 9000FTE	NA	EA	126,270.00 USD	1 EA	126,270.00 USD
Total						631,350.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamuc.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University- Commerce ***Do Not Mail Invoices*** Email invoices to invoices@tamuc.edu PO Box 3011 Commerce, TX 75429 United States</p>

Order Form

ORDER#	Q-37023	D2L Ltd.
ORDER DATE	December 17, 2021	210 West Pennsylvania Avenue, Suite 400A
OFFER EXPIRATION DATE	December 22, 2021	Towson, MD 21204

CLIENT

Texas A&M University-Commerce ("Client")
2600 South Neal Street
Commerce, Texas 75429-3011
US

ORDER START DATE	February 1, 2022	ORDER END DATE	January 31, 2027
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Pricing Period	February 1, 2022 - January 31, 2023	February 1, 2023 - January 31, 2024	February 1, 2024 - January 31, 2025	February 1, 2025 - January 31, 2026	February 1, 2026 - January 31, 2027
Fees Due	February 1, 2022	February 1, 2023	February 1, 2024	February 1, 2025	February 1, 2026
FTE	9000	9000	9000	9000	9000
Software	\$109,800	\$109,800	\$109,800	\$109,800	\$109,800
Support	\$16,470	\$16,470	\$16,470	\$16,470	\$16,470
Total	\$126,270.00	\$126,270.00	\$126,270.00	\$126,270.00	\$126,270.00

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Pricing is valid until December 22, 2021. If Client exceeds its entitled use under this Order, overage fees shall apply.

Pricing Details

Software

Brightspace Core

Premium SIS/HRIS Integration - Annual Maintenance

Integration Pack for Student Information System (IPSIS) / Banner Grades Export Annual Maintenance

Self Directed Training

Support

Plus Administrator Support

Standard End User Support

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

- Yes, sales tax exemption certificate is attached
 - No
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SPECIAL TERMS AND CONDITIONS

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

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

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

To accept this Order Form, sign here:

Print Name:  Travis A. Ball
Date: December 17, 2021