



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the a 1-year (12-month) contract extension with Blackboard Inc. for ITN-2018-005-ZR - Contact Center as-a-Service with Scope of Work (SOW) adjustments for the renewal of period July 1, 2024 - June 30th, 2025. Broward College intends stop usage of services after 6-months (180 days) or the 1-year (12-month) contract meaning that incidents would no longer be handled by Blackboard, Inc. after the 180 day period. (July 2024 - December 2024). Fiscal Impact: Estimated \$815,099.98 (cumulative \$9,920,147.18)**

**Presenter(s):** Janice Stubbs, Vice President of Student Services

### **What is the purpose of this contract and why is it needed?**

Initiate Broward College's intent to exercise a 12-month (1 year) extension option with Blackboard, Inc. for the Contract ITN-2018-005-ZR - Contact Center as-a-Service with Scope of Work (SOW) adjustments. The SOW reduces the contract for Contact Center-as-a-Service support provided to Broward College by Blackboard, Inc. by \$611,712.11 for an estimated total cost of \$815,099.98 (cumulative \$9,920,147.18) for FY2024/2025. The agreement will be for 1-year but will only include incidents to cover the College for 6-months (180 days) through December 2024. The college and Blackboard, Inc. agreed on the college's intent stop usage of services after 6-months (180 days) meaning that incidents would no longer be handled by Blackboard, Inc. after the 180 day period. The incidents and usages expectations are noted in the order form and contract.

They 1-year renewal with usages and support coverage for 180 days extension period is required to provide Contact Center-as-a-Service support for the 180 days period that will be used to implement a new service vendor in BLACKBELTHELP LLC that has an award recommendation for services through ITN-2023-055-TP - CONTACT CENTER SERVICES. As a result of the interviews and presentations, the Evaluation Committee selected the top-ranked respondent - BLACKBELTHELP LLC. For contract negotiations, the College was able to reach mutually agreeable terms, conditions, and pricing during the contract negotiations meetings with BLACKBELTHELP LLC.

### **What procurement process or bid waiver was used and why?**

Formal competitive solicitation process per FDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34.

### **Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

Yes.

### **What fund, cost center and line item(s) were used?**

Business Units = BU202 Information Technology and BU301 Student Activity.

Funds = FD100 Unrestricted Operating Fund, FD108 Technology Fee Fund, and FD201 Student Activity Fund.

Cost Centers = CC0728 Contact Center Operations and CC0288 Technology Fee Plan.

Programs = PG000164 Academic Data and Telecommunications, PG000494 Contact Center and Student Support (FD2), and PG000480 Contact Center and Student.

Spend Categories = 64500: Other Services.

**Has Broward College used this vendor before for these products or services?**

Yes. The college has used this vendor since 2018 (Contract ITN-2018-005-ZR - Contact Center as-a-Service).

**Was the product or service acceptable in the past?**

Yes. The college has exercised the three (3) renewal periods and intends to exercise a 1-year (12-month) renewal that will only be effective for 6-months (180 days) extension as part of the established agreement in Contract ITN-2018-005-ZR - Contact Center as-a-Service and allow for the transition to a new vendor.

**Was there a return on investment anticipated when entering this contract?**

No.

**Was that return on investment not met, met, or exceeded and how?**

N/A.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

No.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: Broward College's intent to exercise a 1-year (12-month) extension of the Contract ITN-2018-005-ZR - Contact Center as-a-Service with Scope of Work (SOW) adjustments that for an estimated total fiscal impact of \$815,099.98 (cumulative \$9,920,147.18) from CC0728 & CC0288 for FY24/25. Broward College and Blackboard, Inc. agreed to a 12-month contract that only includes incident to cover the college for 6-months (180 days) to support incidents through December 2024 as the college intends to stop usage after 6-months and no more incidents would be handled by Blackboard, Inc. after the 180 day period.

<b>04/30/24</b>	<b>CC0288 · Technology Fee Plan</b>	<b>(\$321,536.65)</b>
	Cost Impact for Financial Aid Tracker, Help Desk Support, Technology Bundle, and 1/3 split of One St	
<b>04/30/24</b>	<b>CC0728 · Contact Center Operations</b>	<b>(\$493,563.33)</b>
	Cost Impact for 2/3 Split of One Stop Support and Help Desk Support - Custom	
	<b>TOTAL:</b>	<b>(\$815,099.98)</b>

# Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

4/18/2024

APPROVAL PATH: 12107: Blackboard Inc.- Contact Center Services (ITN-2018-005-ZR) Extension

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	Zaida Riollano	Procurement Approval 		 Completed	
4	Rabia Azhar	CFO Review		 Completed	
4	Christine Sims	Budget Departmental Review		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	<b>Board Clerk</b>	<i>Agenda Preparation</i>		 Completed	
6	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
8	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

# Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard LLC** ('Blackboard') and The District Board of Trustees of Broward College, Florida (hereinafter Broward College) ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form, together with the Blackboard Master Agreement signed December 19, 2013, as amended and extended and incorporated by this reference, for the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

Period Number		Total		
Period	Extension Per Competitive Solicitation Terms	\$815,099.98		
<b>Contract Total</b>		<b>\$815,099.98</b>		
Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	SS-SDI-FATRACK	FINANCIAL AID TRACKER	01-Jul-2024 to 30-Jun-2025	\$15,000.00
1	SS-SDO-OS-INC	ONE STOP SUPPORT INCIDENT	01-Jul-2024 to 30-Jun-2025	\$619,850.00
1	SS-SDO-HD-INC	HELPDESK SUPPORT	01-Jul-2024 to 30-Jun-2025	\$154,441.98
1	SS-SDI-TECH-OS	TECHNOLOGY BUNDLE ONE STOP	01-Jul-2024 to 30-Jun-2025	\$20,808.00
1	SS-SDO-HD-CUST	HELPDESK SUPPORT-CUSTOM	01-Jul-2024 to 30-Jun-2025	\$5,000.00
<b>Period 1 Total</b>				<b>\$815,099.98</b>

## B. Terms

- The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
- Upon completion of the Initial Term, this Order form shall terminate.
- Effective Date: 01-Jul-2024

## C. Payment Terms

- All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
- The Parties agree that the fees indicated above shall be invoiced in equal monthly payments.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

## D. Special Provisions

- The attached, Exhibit A, Statement of Work is incorporated herein by this reference.

Sales Approved:

Initial:

Sales Approved:

Initial:

Customer: Broward College  
 Signature:

Name:  
 Title:  
 Date:

Blackboard LLC  
 Signature:



Name: Michael Pohorylo  
 Title: Chief Legal Officer  
 Date: May 21, 2024

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number:

PO Amount:

Attach PO or send PO to [Operations@blackboard.com](mailto:Operations@blackboard.com)(Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

- |          |        |
|----------|--------|
| 1. Name: | Email: |
| 2. Name: | Email: |
| 3. Name: | Email: |

**Exhibit A  
 STATEMENT OF WORK SUMMARY**

The objective of this Statement of Work (SOW) is to ensure that the implementation of support services for Customer students, staff, and faculty exceeds the expectations of your organization. In addition to providing contact center support, Blackboard will become a strategic participant in developing or recommending improvements for efficiency, quality of service, and retention.

**PROJECT SCOPE**

**Solution (select one)**

Enhanced One Stop and Help Desk: 24/7/365, blended agent support. Requires SmartView integration.

**SmartView Integration:**

SmartView is the Blackboard proprietary system that delivers an enhanced, unified and personalized student experience while helping the efficiency of an interaction. SmartView powers our Agent Desktop and integrates the disparate data in to an easy-to-navigate, single interaction. This gives an agent a holistic view of students for faster, higher quality services delivery.

SmartView must be integrated with Broward College’s Student Information System (SIS) for Blackboard to deliver the Basic or Enhanced solution. SmartView must be integrated by the launch of services for Blackboard to deliver the solution. If SmartView is not integrated within this time-period, Broward College will automatically be moved to Blackboard’s Premium (dedicated) solution and the associated price per incident increase. Blackboard will not log into any additional systems other than SmartView unless Broward College has signed up for Premium service, which included dedicated agent support.

**Support Type (check all that apply)**

- Financial Aid
- Student Accounts
- Admissions/Records/Registration
- IT Help Desk

**Roles Supported (check all that apply)**

- Students
- Faculty
- Staff

**Additional Technologies:**

- SmartView Seats Licenses (2 are included)

**Bi-lingual (select one)**

- Yes

**TICKETING SYSTEM INTEGRATION**

- API Integration with SmartView: TDX

**Projected Incident Volume, Average Handle Time, and Price per Incident**

Blackboard will be staffed to serve up to the Projected Total Incident Volume with a seven (7) minute Average Handle Time for SA/ARR/FA Live Incidents and 8 minute Average Handle Time for Helpdesk Live Incidents. Accurate projections are important. Blackboard does not provide a credit in the event that actual incident volume is lower than the projected incident volume.

<b>1</b>	<b>Annual Projected Incidents</b>	<b>Projected Annual Incidents</b>	<b>Price</b>
1.1.	SA/ARR/FA	80,500	\$619,850.00
1.3	Help Desk	18,234	\$154,441.98
1.4	FA Tracker	N/A	\$15,000.00
1.5	Tech Bundle	N/A	\$20,808.00
1.6	Spanish Language Support	Included above	\$5,000.00

At the end of the initial 6 months of service, if Actual Live interactions exceeds Projected Live interactions and the Actual Total interactions exceeds the Projected Total interactions, Customer will be assessed an overage fee at a rate of \$8.47 per incident for SA/ARR/FA and \$9.32 price per incident for Helpdesk (price per live + 10% premium) for each live interaction that is over the projection.

**Projected Total Incidents for the first 6 months of the contract term**

Month	SA/ARR/FA	HD
July	16,500	3,164
August	24,000	4,506
September	11,500	3,193
October	9,750	3,061
November	8,000	2,203
December	10,750	2,107
January	0	0
February	0	0
March	0	0
April	0	0
May	0	0
June	0	0
<b>Total</b>	<b>80,500</b>	<b>18,234</b>

**Incident Definitions**

*Live Incidents*

Our agents are skilled at working directly with your students to resolve their needs. Live incidents are those that are handled by one of these agents, whether it's by phone or chat.

*Self-Service Incidents*

One of the critical elements of our service framework is providing resolution to student's questions with easy-to-navigate self-service technology.

Below are a list of Self-Service Incidents:

- Self-Help Portal: The Portal provides 24/7 professional, personalized external support that matches the unique needs of all system users. The following cases inside of the Self-Help-Portal would be considered a Self-Service Incident:
  - Reset their password to Broward College's single sign-on
  - Track their progress via the Self-Help-Trackers (defined below).
- Phone IVR: Many questions can be answered via our phone IVR system and would be considered a self-service incident.
  - Password reset to Broward College single sign-on
  - Progress via the Self-Help-Trackers (defined below)
  - Important and timely notifications, such as emergency messaging, and timely messaging/FAQs (FAFSA deadline or FAFSA school code (Broward College will provide these notifications for Blackboard to insert into the IVR))
- Trackers: Self-Help Trackers are applications designed to provide automated, real-time, highly personalized answers to the most common and critical student inquiries. Students utilize the Trackers to find resolution to their issues and therefore these are considered self-help-incidents.

Tracker stages and content are configurable based on the requirements of the Broward College, enabling students to receive personalized status information and proactive directions on the next steps they need to take. Trackers are available for Admissions Status as well as Financial Aid and Student Accounts Status that the Broward College currently utilizes. Powered by SmartView and integrated seamlessly with your back-office systems, the Trackers are available through various modalities.

**Service Level Agreements**

Metric	Definition	Measurement Method	Service Level	Monthly Credit
Live Phone Average Speed to Answer (applies to any and all inbound interactions)	Average Speed to Answer (" <b>ASA</b> ") means the time required to answer a contact from any Authorized End User, calculated as the time elapsed from when the Authorized End User selects an option from the telephone menu or enters a chat queue leading to a Blackboard advisor until the point at which a Blackboard agent answers the call.	This Service Level shall be measured monthly as the ASA for all calls from Authorized End Users that are answered by Blackboard agents during the previous month.  Note: if the projected annual incidents is less than 7,500, this metric will be measured quarterly, not monthly.	>120 Seconds	1% credit for the month missed
Resolution Rate (only applies to inbound interactions: Phone, Chat, Email)	Resolution Rate means the percentage of Resolvable Items that are resolved by Blackboard. For purposes of this SLA, "Resolvable Items" means any issue that Customer and Blackboard have agreed in writing to be within the scope of items to be addressed by Blackboard advisor during an Inbound Interaction. Customer and Blackboard shall agree on the scope of Resolvable Items concurrently with or promptly following	This Service Level shall be measured on monthly basis as the Resolution Rate of all Resolvable Items handled by Blackboard agents during the previous month.	> 90% Resolution Rate	2% credit for the month missed

	execution of this Agreement. This shall exclude all inbound interactions that are escalated to the Client for resolution. In addition, any inbound interaction identified by Blackboard as being worked, and/or resolved by the Client. The Customer shall provide Blackboard with all information reasonably required, and Blackboard shall review all available resources provided by the Client, to meet its obligations under this SLA.			
Customer Satisfaction	Measures performance of service provided to end user or Customer. Used to identify end user's opinion of service performance.	This Service Level shall be measured on monthly basis on a scale of 1-5 with 1 being the lowest satisfaction level and 5 being the highest level of satisfaction, average Customer satisfaction level shall be 3.5 or higher during the previous month.	>4	2%

Any service credits will be applied to the first invoice for the next Renewal Term. Broward College's sole remedy for Blackboard's failure to achieve the Service Levels for a Support Service as specified in this Order Form shall be the service credits described herein.

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that Blackboard's obligation to meet the above Service Level Agreements is contingent upon several factors, and that the Service Level Agreements shall not apply for any period of time where the following criteria is met:

1. If the actual monthly Inbound Interactions exceeds Projected Monthly Incident Volume by more than 7%; or
2. To the extent caused by Broward College -owned server/network slowdowns, outages, or similar technical issues within such period that are reasonably documented by Blackboard (other than a Service Outage); or
3. If the Knowledge Base has not been reviewed, and updated as necessary, within the past twelve (12) months.

In addition to the criteria listed above, the Service Level Agreement for Average Speed to Answer shall not apply for any period of time where the Average Handle Time for such period exceeds the estimated Average Handle Time set forth on this Order Form by more than 5%.

**Additional Provisions (check box if applicable and fill in below)**

**THIRD PARTY SERVICER FUNCTION**

If you have purchased Blackboard's Financial Aid & Student Support Services, Blackboard and Customer acknowledge that the Student Support Services, or portions thereof, may be determined by the United States Department of Education ("ED") to constitute third party servicer functions subject to the provisions of 34 CFR 668.25. Accordingly, to the extent the Student Support Services, or portions thereof, are determined by ED to constitute third party servicer functions, we agree and state as follows in accordance with 34 CFR 668.25:

- a) To be jointly and severally liable with you to ED for any violation by us of any statutory or regulatory requirement set forth in Title IV of the Higher Education Act ("Title IV") applicable to the Student Support Services; except that you agree to reimburse, indemnify, and hold harmless Blackboard for any expenses, fees, costs, damages or amounts ("Losses") payable by us under this subsection (a) to the extent such Losses arise from any act or omission by you.
- b) To comply with all applicable Title IV statutory and regulatory requirements.
- c) To refer any information showing reasonable cause to believe fraudulent or criminal conduct occurred in relation to (i) your Title IV program administration and/or (ii) an individual's application for Title IV assistance to ED's Office of the Inspector General.
- d) To return any student records we received from you related to the Student Support Services if (i) this SOW is terminated and/or (ii) we cease to perform the Student Support Services.
- e) We hereby reaffirm our obligations to uphold our responsibilities under Laws governing personal information and student data, including in the Family Educational Rights and Privacy Act ("FERPA"), as otherwise set forth in this SOW.
- f) Notwithstanding the foregoing, nothing set forth in this SOW shall be deemed to be an agreement or acknowledgment by us that we constitute a third party servicer as that term is defined under 34 CFR 668.2.
- g) The name, title, phone number, and email address of Blackboard's President and/or Chief Executive Officer are as follows:

Mr. Bruce Dahlgren  
CEO  
561-923-2500  
[bruce.dahlgren@anthology.com](mailto:bruce.dahlgren@anthology.com)