



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the request for an increase in fiscal authority with D2L, Ltd. for a cloud-based learning management system (LMS) that is used for student course delivery. Fiscal Impact: \$200,000.00, Cumulative amount: \$2,274,883.00, Revenue: \$0.00**

**Presenter(s): Jeffrey Guild, Vice Provost of Academic Affairs**

**1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space.** This is to increase the fiscal authority of the current five (5) year agreement for the Brightspace Core Learning Management System (LMS) provided by D2L Ltd (MinuteTraq Item 7480). The College has been utilizing this cloud LMS since 2011 successfully; however, the Center for Supply Chain Education at Broward College (CSCE) utilizes a separate instance of the LMS. CSCE piggybacks onto the College's current contract and needs to increase the fiscal authority of the contract. Brightspace was one of the key software solutions that allowed the College to transition to a fully remote environment during the initial stages of the COVID-19 pandemic with no downtime nor performance impact.

This agreement was executed using the E&I cooperative contracts for education service, which goes through extensive competitive processes to ensure the best pricing is always obtained on various technology services. Furthermore, this contract was reviewed by Gartner to ensure all license costs were at or better than negotiated rates by other institutions, and that the terms and conditions were favorable for the College. This has allowed the College to realize savings of around \$30,000 a year from the current agreement, with a locked in rate that will not escalate during the five (5) year term of the agreement.

The College also has the ability to add services throughout the contract term using the pre-negotiated E&I pricing.

**2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver.** The College's current contract (MinuteTraq Item 7480) uses bid waiver pursuant to FL DOE 6A-14.0734(2)(c), Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperatives.

The Center for Supply Chain Education at Broward College (CSCE) uses bid waiver piggyback contracts from unit of govt or non-profit co-op (see Procedure A6Hx2-6.34 C. 1. c.).

**3. Describe business rationale for the purchase and how it was procured.**

**(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated.** This service allowed the institution to transition to a fully remote environment without the College incurring any additional expenses. Although the product has more than paid for itself throughout the years, this year alone during the pandemic, the product has been a top investment for the College. Furthermore, using the E&I pricing

the College will be saving an estimated amount of \$30,000 per year from the previous agreement, and locking in a non-escalating rate for five (5) years.

**(B) How does the purchase support the Strategic Business Plan.** This service is instrumental towards student success. The LMS and the educational learning technologies associated within the online environment creates an adaptive, online curricular experience for students. Instructors have the ability to create, process, store, transmit, exchange and used educational materials in various forms of voice, video and data to support student success. The LMS is accessible 24/7 to faculty and students anytime and anywhere.

**(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation.** The Center for Supply Chain Education at Broward College (CSCE) has utilized this cloud-based LMS since 2014; and, has piggybacked onto the College's current contract (MinuteTraq 7480) since 2021, allowing a seamless year-to-year experience for students.

Brightspace was one of the key software solutions that allowed the College to transition to a fully remote environment during the initial stages of the COVID-19 pandemic with no downtime nor performance impact.

**(D) If a competitive solicitation process was conducted by the College, describe the process.** The College's current contract (MinuteTraq Item 7480) uses bid waiver pursuant to FL DOE 6A-14.0734(2)(c), Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or buying cooperatives.

**4. 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.

**This Executive Summary is approved by:**

**Jeffrey Guild**  
**Vice Provost of Academic Affairs**

APPROVAL PATH: 133 Desire 2 Learn (D2L) - E&I CNR01467 - Add Order Form / Increase Fiscal Authority

|  |                            |            |
|--|----------------------------|------------|
| Department Head 1 Review                         | Russell McCaffery          | 11/18/2024 |
| Department Head 2 Review                         | Jeffrey Guild              | 11/18/2024 |
| Department Head 3 Review                         | Jamonica Rolle             | 11/24/2024 |
| Departments Approved-Auto Complete               | Joelle Hutchings           | 12/2/2024  |
| IT Department Review - CBO                       | Alina Gonzalez             | 12/2/2024  |
| IT Department Review - CIO                       | Raj Mettai                 | 12/6/2024  |
| Contracts Coordinator Review                     | Natalia Triana-Aristizabal | 12/9/2024  |
| Procurement Review                               | Orlando Aponte             | 12/18/2024 |
| Budget Review - Associate Vice President, Budget | Christine Sims             | 12/19/2024 |
| CFO Review                                       | Rabia Azhar                | 12/19/2024 |
| Attorney Review                                  | Kristina Raattama          | 1/7/2025   |
| Attorney Rejected                                | Russell McCaffery          | 1/7/2025   |
| Attorney Review                                  | Kristina Raattama          | 1/7/2025   |



# Order Form

**ORDER#** Q-63859 **D2L Ltd.**  
**ORDER DATE** October 31, 2024 210 West Pennsylvania Avenue, Suite 400A  
Towson, MD 21204

## CLIENT

Broward College LINCS Grant ("Client")  
225 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
US

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**ORDER START DATE** October 1, 2024 **ORDER END DATE** September 30, 2025  
**CURRENCY** U.S. Dollar

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## Pricing Summary

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| ITEM           | YEAR 1                               |
|----------------|--------------------------------------|
| Pricing Period | October 1, 2024 - September 30, 2025 |
| Fees Due       | October 1, 2024                      |
| FTE            | 1500                                 |
| Software       | \$23,135.96                          |
| Support        | \$3,470.39                           |
| <b>Total</b>   | <b>\$26,606.35</b>                   |

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Pricing quoted is in U.S. Dollar and does not include applicable taxes. Unless stated otherwise, pricing under this Order is valid for 30 days from the Order Date ("Offer Expiration Date").  
If Client exceeds its entitled use under this Order, overage fees shall apply.

In pursuit of D2L's mission to provide its clients with continuous and innovative enhancements to D2L services, over time our fees must increase to cover additional product development expenses associated with improving our services. The fees for the first pricing period shall be invoiced as set out on an Order. Unless otherwise stated, all subsequent pricing periods shall include a 5.00% annual increase ("Annual Increase"). If the inflation rate for United States as published by the World Bank ([www.data.worldbank.org](http://www.data.worldbank.org)) for the most recently reported twelve-month period ("CPI") exceeds the Annual Increase, then the fees for any subsequent annual periods may be increased, instead, by applying the applicable CPI rate. Annual fees for any subsequent renewal period(s) may be increased by the greater of 5% or CPI as set out above.



# Pricing Details

## **Software**

Brightspace Core

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## **Support**

Plus Administrator Support

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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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Does your organization require a Purchase Order to process payment of this contract? If yes, kindly attach a Purchase Order that references the Order # from page 1 of this document.

- Yes, Purchase Order is attached.  
 No

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### **SPECIAL TERMS AND CONDITIONS**

In consideration of Client's use of Services, Client agrees to be bound by the terms of the agreement between The District Board of Trustees of Broward College, Florida ("Parent") and D2L with an effective date of August 1, 2021 ("Agreement") for this Order as well as any subsequent Orders made by Client, unless otherwise expressly stated on such subsequent Order. It is understood between D2L and Client that in order for Client to abide by the terms and conditions of the Agreement (including any future amendments), Client shall obtain a copy of the above referenced documents from Parent. It is further understood that it is Client's responsibility to obtain the above along with Parent's consent to leverage the terms of the Agreement for the purpose of purchasing from D2L, and Client represents and warrants to D2L that it has all necessary consents and permissions from Parent; any failure to obtain these shall not lessen Client's obligations under this Order. Client shall be fully responsible to D2L for any claims by Parent that may arise from Client's breach of its obligations under this provision. The Client and D2L agree that should the Agreement expire or terminate before this Order has terminated or expired, then all terms of the Agreement shall survive for the purposes of D2L and Client exercising their rights and fulfilling their respective obligations hereunder, and the right to use by Client shall survive termination of the Agreement for the Term set out on this Order. Client shall pay Fees as specified in this Order.

For clarity, the Agreement is in accordance with the Master Agreement Number CNR01467 between E&I Cooperative Services and D2L Ltd., with an effective date of August 1, 2018. The Agreement also includes Supplemental Addendum – Software executed by D2L Ltd. on May 27, 2021.

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

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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: \_\_\_\_\_

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

