## Sauk Valley Community College September 26, 2022

**Action Item 4.2** 

Topic: Contract Approval – Blackboard AllyLearn

Strategic Direction: Access and Inclusion – Foster a diverse and inclusive learning

experience for all students, employees, and community

members

Presented By: Dr. David Hellmich and Kathy Dirks

## **Presentation:**

Blackboard AllyLearn is a software product that works within Sauk's Canvas LMS and our Website to ensure compliance with the Americans with Disabilities Act (ADA). Non-compliance with the ADA can result in legal action against SVCC for violations against individuals with disabilities. Blackboard Ally uses artificial intelligence to identify accessibility issues in documents and web pages, flags those issues for professors and website designers, provides instruction on how to remediate those issues, and allows users to resubmit the files through their interface where Blackboard Ally will replace the old, flawed file. The software provides overall percent scores for the accessibility of a course or web page, provides an administrative view that ranks courses from most accessible to least accessible, and provides students with the ability to download documents in alternative formats.

Illinois Public Community College Act (110 ILCS 805) and Sauk Valley Community College Board Purchasing Policy (305.01) exempt contracts for the purchase of software from public bid/solicitation requirements.

## **Recommendation:**

The administration recommends the Board approve the contract for Blackboard AllyLearn for \$88,553 over five years.

VOID IF EXECUTED AFTER: 28-Oct-2022 CUSTOMER: Sauk Valley Community College (301022)

# Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Sauk Valley Community College** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement effectively dated September 01, 2019, and incorporated by this reference, form the entire agreement between the parties in respect to 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.

-ALYIn 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 1	\$17,360.00	
Period 2	\$17,533.60	
Period 3	\$17,708.94	
Period 4	\$17,886.03	
Period 5	\$18,064.89	
Contract Total	\$88,553.46	

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	ALY-WEB-P	PKG- ALLY FOR WEBSITES Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Sep-2022 to 31-Aug-2023	\$5,000.00
1	AS-ALY-OTH-P	PKG- Bb ALLY Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Sep-2022 to 31-Aug-2023	\$12,360.00
1	ALY-WEB	ALLY FOR WEB PLATFORM Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Sep-2022 to 31-Aug-2023	Included - ALY-WEB-P
1	AS-ALY-OTH	BB ALLY Entitlements for Period 1 Band: 1 - 2,000 FTE	01-Sep-2022 to 31-Aug-2023	Included - AS-ALY-OTH-P

Period 1 Total \$17,360.00

	Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)	
1	ALY-WEB-P	PKG- ALLY FOR WEBSITES Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Sep-2023 to 31-Aug-2024	\$5,050.00	
1	AS-ALY-OTH-P	PKG- Bb ALLY Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Sep-2023 to 31-Aug-2024	\$12,483.60	
1	ALY-WEB	ALLY FOR WEB PLATFORM Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Sep-2023 to 31-Aug-2024	Included - ALY-WEB-P	
1	AS-ALY-OTH	BB ALLY Entitlements for Period 2 Band: 1 - 2,000 FTE	01-Sep-2023 to 31-Aug-2024	Included - AS-ALY-OTH-P	

Period 2 Total \$17,533.60

	Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)	
1	ALY-WEB-P	PKG- ALLY FOR WEBSITES Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Sep-2024 to 31-Aug-2025	\$5,100.50	
1	AS-ALY-OTH-P	PKG- Bb ALLY Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Sep-2024 to 31-Aug-2025	\$12,608.44	
1	ALY-WEB	ALLY FOR WEB PLATFORM Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Sep-2024 to 31-Aug-2025	Included - ALY-WEB-P	
1	AS-ALY-OTH	BB ALLY Entitlements for Period 3 Band: 1 - 2,000 FTE	01-Sep-2024 to 31-Aug-2025	Included - AS-ALY-OTH-P	

Period 3 Total \$17,708.94

Period 4				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	ALY-WEB-P	PKG- ALLY FOR WEBSITES Entitlements for Period 4 Band: 1 - 2,000 FTE	01-Sep-2025 to 31-Aug-2026	\$5,151.51
1	AS-ALY-OTH-P	PKG- Bb ALLY Entitlements for Period 4 Band: 1 - 2,000 FTE	01-Sep-2025 to 31-Aug-2026	\$12,734.52
1	ALY-WEB	ALLY FOR WEB PLATFORM Entitlements for Period 4 Band: 1 - 2,000 FTE	01-Sep-2025 to 31-Aug-2026	Included - ALY-WEB-P
1	AS-ALY-OTH	BB ALLY Entitlements for Period 4 Band: 1 - 2,000 FTE	01-Sep-2025 to 31-Aug-2026	Included - AS-ALY-OTH-
1	AS-ALY-OTH	Entitlements for Period 4		Inclu

Period 4 Total \$17,886.03

Period 5				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	ALY-WEB-P	PKG- ALLY FOR WEBSITES Entitlements for Period 5 Band: 1 - 2,000 FTE	01-Sep-2026 to 31-Aug-2027	\$5,203.02
1	AS-ALY-OTH-P	PKG- Bb ALLY Entitlements for Period 5 Band: 1 - 2,000 FTE	01-Sep-2026 to 31-Aug-2027	\$12,861.87
1	ALY-WEB	ALLY FOR WEB PLATFORM Entitlements for Period 5 Band: 1 - 2,000 FTE	01-Sep-2026 to 31-Aug-2027	Included - ALY-WEB-P
1	AS-ALY-OTH	BB ALLY Entitlements for Period 5 Band: 1 - 2,000 FTE	01-Sep-2026 to 31-Aug-2027	Included - AS-ALY-OTH-P
1	AS-ALY-OTH	Entitlements for Period 5		Inc

Period 5 Total \$18,064.89

## **B.** Terms

- 1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
- 2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- 3. Effective Date: September 01, 2022

## C. Payment Terms

- 1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
- 2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

### **D. Special Provisions**

1. Excess Use Fees: Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Blackboard. Any failure by Blackboard to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.

In Process

Calaa Aaaaaaa Maria Lambert	Calan Ammunud
Sales Approved: Maria Lambert	Sales Approved:
Initial:	Initial:
initial.	Tillian.
Customer: SAUK VALLEY COMMUNITY COLLEGE	BLACKBOARD INC.
Signature:	Signature:
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	112112
Name:	Name: Michael Pohorylo
Title:	Title: Deputy General Counsel
Date:	Date: September 13, 2022
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Blackboard does not require a PO for the purchase or paymen	t of the products on this Order Form. If your
organization requires a PO in addition to this signed contract,	
PO will be issued after signature, indicate 'Pending' in the PO	
PO Number:	PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optiona	l):
Attach Tax Exemption (Optional):	
Invoicing	
Send Invoices via email to:	
1. Name:	Email:
2. Name:	Email:
3. Name:	Email: