State of Georgia
State Entity Standard Contract Form

Solicitation Title
Disbursement of funds to non-insured students and employees

Solicitation Number
Contract Number
98000-BORSFY13
98000-BORSFY13

1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name
Board of Regents of the University System of Georgia
(hereafter called State Entity)

Contractor's Name
(hereafter called Contractor)

2. Contract to Begin: Date of Completion: Renews:

3. Performance Bond, if any: Other
N/A

4. Maximum Amount of this Contract:
Total Financial Obligation of the State Entity for the First Fiscal Year:
Total Financial Obligation of the State Entity for each Renewal Period if Renewed:
$5

5. Authorized Person to Receive Contract Notices for State Entity:
Authorized Person to Receive Contract Notices for Contractor:

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:
Attachment 1: State Entity Contract Terms and Conditions for Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7. Blackboard, Inc.
Contractor
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.)

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing
M. Dean Newton
Assoc. General Counsel

Address
650 Massachusetts Ave. NW, Washington, DC 20001

8. State Entity

State Entity Name
Board of Regents of the University System of Georgia

By (Authorized Signature) Date Signed

Printed Name and Title of Person Signing
Dr. Steve Wyrick, Executive Vice Chancellor

Address
226 Washington Street SW, Atlanta, GA 30334

Revised 02/11/11

SPD-SP025
STATE OF GEORGIA
AGENCY STANDARD CONTRACT
Attachment 1
Contract Terms and Conditions for Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

(i) "Contractor" means the provider(s) of the Services under the Contract.

(ii) "Purchase Instrument" means the documentation issued by the State Entity to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the Services to be purchased, the time and location such Services will be utilized, and any other requirements deemed necessary by the State Entity.

(iii) "Response", "Contractor's Response" or "Final Response" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.

(iv) "RFX" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract.

(v) "Services" means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.

(vi) "State" means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.

(vii) "State Entity" means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.

(viii) "State Entity Standard Contract" or "Contract" means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.

(ix) "State Entity Standard Contract Form" means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.
2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor’s forms or invoices shall be null and void.

3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

**DURATION OF CONTRACT**

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor’s performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity’s election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.

3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

**DESCRIPTION OF SERVICES**

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor’s Response.

2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor’s risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.

3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.

4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

**COMPENSATION**
1. **Pricing and Payment.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.

2. **Billing.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the State Entity and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Service is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed against any sum owed by the State Entity to the Contractor in the State Entity's sole discretion.

E. **TERMINATION**

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

   (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

   (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

   (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
(iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:

(i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

(ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;

(iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

(vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or

(vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:

(i) Immediately terminate the Contract without additional written notice; and/or

(ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or;

(iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be
entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.

5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

   (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or

   (ii) The State Entity's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

   (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;

   (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

   (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

   (iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and

   (v) Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.
F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data. The Contractor’s employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor’s responsibilities under the Contract. The Contractor shall procure that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State’s confidential information, then:

(i) The Contractor shall provide to the State a written description of the Contractor’s policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

(iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. Survives Termination. The Contractor’s confidentiality obligation under the Contract shall survive termination of the Contract.

6. Limitation of Liability. Except as otherwise provided in this Contract, Contractor shall not be liable to the Board and the State of Georgia for remote or consequential damages. Nothing in this Contract shall limit Contractor’s indemnification liability arising from claims brought by any third party against the Board and the State with respect to patent, copyright, or trademark infringement, or for a claim for damages resulting from any breach by Contractor of any confidentiality provision contained in this Contract. Except as set forth in the preceding sentence, under no circumstances will the aggregate liability of Contractor arising out of or related to the Contract or the provision of the Service, exceed five times the aggregate fees.
paid to Contractor under this Contract during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. Personal information or data of any user of the services provided by Contractor under this Contract shall be deemed confidential information of the Board and the State of Georgia.

G. INDEMNIFICATION

1. Contractor's Indemnification Obligation. The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

(i) Any breach of the Contract;

(ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

(iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

(iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;

(v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;

(vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

(vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;

(viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

2. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. Patent/Copyright Infringement Indemnification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its own expense:

(i) Procure for the State the right to continue using the Services;

(ii) Replace or modify the same so that it becomes non-infringing; or

(iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;

(ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;

(iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or

(iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. Survives Termination. The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.
II. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the State Entity Standard Contract Form.

III. WARRANTIES

1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor’s Response, whether or not the Contract specifically denominates the Contractor’s and/or subcontractors’ promise as a warranty or whether the warranty is created only by the Contractor’s affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

2. Warranty – Nonconforming Services and Goods. All Services and any goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor’s warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor’s expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.

3. Compliance with Federal Safety Acts. Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State’s use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
5. Conformity with Contractual Requirements. The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.

6. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.

7. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.

8. Intentionally Omitted

9. Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

10. Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

11. State Security. State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. Use of State Vehicles. Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.
K. PRODUCT RECALL

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. Order of Preference. In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor’s Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.

(ii) Second, by giving preference to the specific provisions of the RFX.

(iii) Third, by giving preference to the specific provisions of the Contractor’s Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.

2. Intent of References to Bid Documents. The references to the parties’ obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor’s Response. The failure of the parties to make reference to the terms of the RFX or the Contractor’s Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor’s Response. The contractual obligations of the State Entity cannot be implied from the Contractor’s Response.

3. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor’s personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity’s policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.
4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling
the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars ($5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. Assignment and Delegation. The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. Use of Third Parties. Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor’s personnel to perform any of Contractor’s obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

11. Integration. The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.

12. Headings or Captions. The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. Not a Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor’s agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including
but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

14. Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

15. Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.

16. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:

(i) At the time it is actually received; or,

(ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,

(iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise

Revised 02/11/11
change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State’s requirements and requests in all respects.

21. **Authorization.** The persons signing this Contract represent and warrant to the other parties that:

(i) It has the right, power and authority to enter into and perform its obligations under the Contract; and

(ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor’s employee’s wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

32. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

33. **Counterparts.** The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

34. **Further Assurances and Corrective Instruments.** The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

35. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and
cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.
A Cost Proposal for University System of Georgia from Blackboard Inc.

December 10, 2012

Mr. Michael Davidson
Purchasing Department Manager
University System of Georgia
Purchasing Department
One Park Place South
Atlanta, GA 30303

Dear Mr. Davidson:

Thank you for providing the opportunity for Blackboard, Inc, to highlight our no cost distribution solution to the Board of Regents of the University System of Georgia. BlackboardPay™ is a program in continuous evolution as we listen to the needs of both students and institutions. I would like to highlight our program enhancements since our original response. We now provide the following to all cardholders:

Lowest Purchase Price Guarantee

This benefit reimburses cardholders for the difference between the original purchase price of a covered item purchased in full with their BlackboardPay™ Card and the subsequent lower price when their eligible purchases are found at any store for a lower price. Coverage applies when the identical item is found at a lower price, at any store, within 60 days after the original purchase date.

Healthcare Benefits

Card members and their families have direct access to the WellDyne membership, a prescription discount network. The discount card can be used at more than 58,000 participating pharmacies nationwide (including all major pharmacies). Members save on both generic and brand name prescription drugs. There are no restrictions and no limits on how many times you may use your membership card. Benefits also include up to 70% discounts on vision, dental, Lasik, hearing, lab tests and x-ray services.

We look forward to working with the University System of Georgia in serving current BlackboardPay™ institutions, as well as extending our award-winning program to other member institutions ensuring the highest level of service and best value for students.

Sincerely,

Bill Brosseau

Senior Sales Manager
## BEST AND FINAL OFFER

**BOR RFP 98000-BORSFDFY13**

Cost Proposal

For items with no cost associated please insert N/A

### Participating Institution Costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Unit</th>
</tr>
</thead>
</table>
| Disbursement by Check                                                 | Not Applicable – (N/A)
BlackboardPay™ is an electronic disbursement solution.                 | Per check              |
| Disbursement by ACH Transaction Fee to third party bank account      | $0.15 per outbound ACH.                                              | Summer 2013 capability. Per Transaction |
| Institution Set-up Fee                                               | Not Applicable – (N/A)
$0 - as per original proposal                                          | One time, including travel and per diem |
| Wire transfer Fee from Institution                                    | Not Applicable – (N/A)
$0 - as per original proposal                                          | Per Transaction |
| Custom Card Design                                                    | Not Applicable – (N/A)
$0 - as per original proposal                                          | One time, If Any |
| Charges for initial carding of institution                           | Not Applicable – (N/A)
$0 for "companion" and "integrated" magnetic strip cards. If the institution utilizes a contactless technology card and wishes to issue an "integrated" card with the campus ID, the price per card will be provided upon request from institution. | Per Card |
| New Cards in excess of annual allowance                               | Not Applicable – (N/A)
BlackboardPay™ does not impose an annual allowance.                    | Per Card               |
| All other Institution Costs                                           | Not Applicable – (N/A)
$0 - as per original proposal                                          | Including Travel and per diem |
A Cost Proposal for University System of Georgia from Blackboard Inc.

<table>
<thead>
<tr>
<th>Cardholder Costs: Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement Card Fee</td>
<td>Not Applicable - (N/A)</td>
</tr>
<tr>
<td></td>
<td>$0 for &quot;integrated&quot; campus ID cards. Individual institutions may</td>
</tr>
<tr>
<td></td>
<td>charge for replacement of the Campus ID per institutional policy.</td>
</tr>
<tr>
<td></td>
<td>Note: $6 for &quot;companion&quot; replacement cards sent through the U.S.</td>
</tr>
<tr>
<td></td>
<td>mail.</td>
</tr>
<tr>
<td>Pin based transaction Fee</td>
<td>Not Applicable - (N/A)</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Inactivity Fee</td>
<td>$3.50 after two years of inactivity - Please note the extended</td>
</tr>
<tr>
<td></td>
<td>inactivity period.</td>
</tr>
<tr>
<td>All other cardholder Fees</td>
<td>Please refer to the fee schedule included in the original proposal.</td>
</tr>
</tbody>
</table>

Authorized Signature ______________________  12/10/2012  Date

Bill Brosseau  Senior Sales Manager
Print / Type Name  Title

Blackboard, Inc.
October 11, 2012

Mr. Michael Davidson  
Purchasing Department Manager  
University System of Georgia  
Purchasing Department  
One Park Place South  
Atlanta, GA 30303

Dear Mr. Davidson:

We appreciate the privilege and responsibility of responding to the Board of Regents of the University System of Georgia RFP for the Disbursement of funds to non-banked students and employees.

We believe Blackboard is the clear choice when selecting a partner for the Board of Regents in deploying a comprehensive student financial aid and payroll disbursement solution. We have working knowledge of the challenges you are facing and have provided detailed information on the award-winning BlackboardPay™ solution in our response. Our BlackboardPay program was honored as the best "Government-funded Prepaid Program" in the 2011 PayBefore Awards due to its ability to disburse federal financial aid in the most cost-effective manner for both institutions and students.

We trust the University System of Georgia will focus on the key tenants of our program that distinguish the unique student-centric approach of BlackboardPay from our competitor’s banking and fee-driven business models.

We take great pride in currently serving several institutions of the University System including Georgia State University, Bainbridge College, Georgia Southwestern State University, Georgia Gwinnett College, Coastal College of Georgia, and Clark Atlanta University (non-USG member) and making a meaningful difference on campus. Further, we look forward to extending access to our national award-winning solution to the benefit of all students of The University of Georgia System.

Sincerely,

Bill Brosseau  
Sr. Regional Sales Executive
A COMPREHENSIVE BANKING CARD AND FINANCIAL AID REIMBURSEMENT PROGRAM

A TECHNICAL PROPOSAL FOR UNIVERSITY SYSTEM OF GEORGIA

98000-BORSFDFY13, DISBURSEMENT OF FUNDS TO NON-BANKED STUDENTS AND EMPLOYEES

Presented to:

Michael Davidson,
University System of Georgia
Purchasing Department
One Park Place South
Suite 901
Atlanta, GA 30303
mdavidson@gsu.edu

Presented by:

Bill Brosseau, Sr. Regional Sales Executive
650 Massachusetts Avenue N.W.
Washington, DC 20001
Bill.Brosseau@blackboard.com

Blackboard Inc.

October 15, 2012
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EXECUTIVE SUMMARY

Blackboard is pleased to respond to the University System of Georgia (USG) Request for Proposal. We are committed to building upon our effective partnership with your institutions, providing a broad spectrum of campus-wide applications, products, services, and solutions that meet the established goals, mission, and vision of the University System of Georgia.

Blackboard Inc.

Blackboard Inc. is a global leader in enterprise technology and innovative solutions that improve the experience of millions of students and learners around the world every day. Blackboard’s solutions allow thousands of higher education, K-12, professional, corporate, and government organizations to extend teaching and learning online, facilitate campus commerce and security, and communicate more effectively with their communities. Founded in 1997, Blackboard is headquartered in Washington, D.C., with offices in North America, Europe, Asia and Australia.

As one of Blackboard’s six core platforms, Blackboard Transact™ technology gives students the convenience of a one-card solution for all their needs—from access to facilities and events to dining & vending services, both on and off-campus. Independent of the Blackboard Transact technology, cardholders can also have easy and secure access to financial aid credit balances¹, student payroll, or other credit balances through BlackboardPay™.

BlackboardPay

Blackboard’s mission is to increase the impact of education by transforming the experience of education. The experience matters, it matters to you, your students, and your community. A student’s financial aid credit balance (also referred to as a “refund”) may be the only source of available funds for the entire term. Their ability to access these funds in a timely fashion can impact both enrollment and progression, as well as translate into their approval or disapproval with the program you have selected.

BlackboardPay is an open-loop, prepaid account that can be integrated with the student ID in order to facilitate the electronic disbursement of any institutional balance due to the student. The account is FDIC-insured and leverages the Discover Network for merchant acceptance. The core functionality of the account is powered by First Data’s Money Network® and provides unparalleled acceptance at surcharge-free ATMs, millions of merchants, as well as access to free online account management tools and Money Network Checks™. BlackboardPay delivers funds to students more quickly than EFT’ing to a student’s personal checking account, 15 minutes as opposed to days, and without the associated account fee exposure. Our program is intentionally unique and provides the most flexible, efficient and inexpensive student refund solution to

¹ A Title IV credit balance occurs whenever an institution credits Title IV program funds to a student’s account and the total amount of those Title IV funds exceed the student’s allowable charges. Under no circumstance is a “line of credit” ever offered to the cardholder under the BlackboardPay program.
colleges and universities. Specifically, BlackboardPay was designed from the ground up to ensure that no student, especially those with "exceptional need," would be subject to "egregious" fees as those described in recent reports. Our guiding principles in designing the BlackboardPay program were:

1. Serving the best interest of students and taking out costs for institutions are not mutually exclusive;
2. "Traditional" fee-based banking model do not work because they were never designed to recognize the unique needs of students, especially those receiving financial aid;
3. Create a program that serves those students with "exceptional financial need" and all students will be properly served;
4. Any approach must be "student-centric" and eliminate or minimize fees in order to maximize the educational benefit of financial aid;
5. Empower the school in their effective management of the Title IV programs; and
6. Blackboard will earn/accept no revenue from student transaction or program fees.

Equally important, it is imperative to ensure that students have "free & clear" access (both in substance and form) to their funds via the largest surcharge-free ATM network in the United States (more than the two largest U.S. banks combined), as well as free checks and check cashing privileges. Through BlackboardPay, students attending institutions in the USG will have access to the following benefits:

- Acceptance at 50,000 ATM's on America's largest "surcharge-free" ATM Allpoint network;
- A "surcharge-free" ATM deployed on campus to complement the Allpoint Network;
- Acceptance at more than 8 million Discover merchants, including more of the top 100 merchants than Visa or MasterCard;
- Free Money Network™ Checks, which can be cashed for free and down to the penny at more than 6,700 surcharge-free check cashing locations, including 3,800 Wal-Mart locations in the U.S.;
- Access to thousands of "in-lobby" branch locations where students can get cash from their accounts;
- No monthly fees
- No minimum balances
- No fees for PIN debit transactions;
- No fees for domestic ATM balance inquiry;
- No fees for "lack of documentation"; and
- No overdraft fees.

BlackboardPay puts students in charge of their money quickly, securely, and with the most flexible solution in the industry. We also protect participating USG institutions from the costs, risks and pitfalls of outsourcing your credit balance (refund) distribution program to a third-party servicer. Institutions maintain control of the program and ensure the integrity of the delivery through every step of the
process. BlackboardPay helps institutions ensure compliance and mitigate risk, and does not force students to establish a checking account with a single financial institution. This is critical to those students who want to preserve their current banking relationship, or their right to remain "unbanked".

Stated differently, BlackboardPay is about student choice. It is not designed to convert your students into fee-paying banking customers. Instead, the BlackboardPay revolutionary design maximizes access to student funds, reduces transaction friction and totally avoids or minimizes fees. BlackboardPay has already proven its effectiveness at institutions across the State of Georgia. We've partnered with six institutions in Georgia where students have overwhelmingly elected to participate in our program because we offer them a safer, faster, and more convenient method to manage their money directly to an account on their student ID. For instance, over 80% of students at Bainbridge College, Coastal College of Georgia and Clark Atlanta University have actively chosen to receive their funds through BlackboardPay. Georgia State University instantly distributed more than $2 million to students in their first week on the program earlier this fall. We have proven that we understand the challenges institutions are facing and we proudly provide a program that delivers an equal value proposition for institutions and students.

The Challenges

USG is seeking a student credit balance (refund) solution that will address the following challenges:

Minimize costs for the institution and optimize your use of existing resources

- Need for an inexpensive refund disbursement solution for students and the University
- Need to reduce administrative costs and minimize staff responsibilities associated with fund distribution
- Need to implement a more efficient distribution process that allows for better use of campus resources

Enhance the quality of the campus experience by providing better, more relevant services

- Need to provide a level of service that:
  - Provides convenient and timely access to funds
  - Demonstrates the school's commitment to improve service to students, parents, faculty, and staff
  - Keeps the University competitive with peer institutions
  - Genuinely complies with regulatory guidance

The Outcomes You Expect

USG expects the implementation of a new student funds disbursement solution that will reduce institutional and student expenses, while also enhancing the services provided to the campus community. The main objective is to eliminate costly and time-consuming internal processes while also enhancing the service provided to students. If minimizing costs to the University leads to increased costs to students, the ultimate objective would surely not be realized.
DECREASE EXPENSES

Electronic financial aid disbursement through BlackboardPay helps reduce operating costs by streamlining many processes that will ultimately reduce your overall costs, such as:

- Reduce administrative costs and time associated with check processing
- Eliminate significant handling costs associated with the distribution of credit balances (refunds)
- Reduce or eliminate re-issue costs and return mail processing
- Reduce the time needed for students to access funds by eliminating the need for mailing or picking up disbursements
- Improve internal procedures and better utilize staff resources
- No-cost solution to the institution

IMPROVE SERVICES

Providing excellent service to students is a shared goal between the System and Blackboard. The implementation of BlackboardPay will greatly enhance service to students by:

- Eliminating or minimizing the fees associated with accessing funds
- Facilitating timely, secure and compliant access to funds
- Providing abundant and convenient access to funds without hidden fees or monthly minimums
- Demonstrating a commitment to advanced technologies by elevating the value of the Student ID and creating at true “one card” solution in the community

Blackboard’s RFP response provides clear, complete, and comprehensive responses and descriptions based on your requirements. For clarity and ease, Blackboard has recreated the solicitation’s text in bold typeface, followed by Blackboard’s response in plain typeface.

In closing, BlackboardPay is unparalleled in its value and service. It enables an institution to reduce cost while dramatically increasing its service levels to its students. Equally important in selecting BlackboardPay, the System and its institution will be able to proudly promote their program and will not be put in the position of apologizing for the cardholder fee impact of its program or dealing with related negative press, student outcry, or government inquiries.

BlackboardPay is the clear choice. We look forward to supporting USG and its member institutions.
SIGNED CERTIFICATE OF NON-COLLUSION
CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and

2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and

3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and

5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and

6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

<table>
<thead>
<tr>
<th>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</th>
<th>Blackboard Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing:</td>
<td>Tess Frazier, Vice President of Contracts</td>
</tr>
<tr>
<td>Date:</td>
<td>10/10/2012</td>
</tr>
<tr>
<td>Company Address:</td>
<td>650 Massachusetts Ave NW District of Columbia 20001</td>
</tr>
<tr>
<td>FAX Number:</td>
<td>(202) 463-4863</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Tess.Frazier@blackboard.com">Tess.Frazier@blackboard.com</a></td>
</tr>
</tbody>
</table>

*This table must be completed in its entirety by the supplier.*
SUPPLIER'S GENERAL INFORMATION WORKSHEET
**Supplier General Information Worksheet**

This spreadsheet requests basic information concerning the Supplier and may establish other requirements the Supplier must meet to be considered eligible for award. Read each question carefully and provide all requested answers.

<table>
<thead>
<tr>
<th>Question #</th>
<th>Description</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provide Company Information</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Company Name</td>
<td>Blackboard Inc.</td>
</tr>
<tr>
<td></td>
<td>(Provide full legal name)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address 1</td>
<td>650 Massachusetts Ave NW, 6th Floor</td>
</tr>
<tr>
<td></td>
<td>Address 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City</td>
<td>District of Columbia</td>
</tr>
<tr>
<td></td>
<td>State</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip Code</td>
<td>20001</td>
</tr>
<tr>
<td></td>
<td>Authorized Person’s Name</td>
<td>Tessa Frazier</td>
</tr>
<tr>
<td></td>
<td>Telephone Number</td>
<td>(202) 463-4660</td>
</tr>
<tr>
<td></td>
<td>eMail Address</td>
<td><a href="mailto:Tessa_Frazier@blackboard.com">Tessa_Frazier@blackboard.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-50(b)</th>
<th>Supplier’s Domicile (State)</th>
</tr>
</thead>
<tbody>
<tr>
<td>In which state is your company domiciled?</td>
<td>For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.</td>
<td>District of Columbia</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Small Business: Can your company be classified as a Small Business?</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Small Business is defined as an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars ($1,000,000) in gross receipts per year. (Official Code of Georgia Annotated §50-5-121).</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Relations Administrator</td>
<td>Department of Administrative Services</td>
<td></td>
</tr>
<tr>
<td>200 Piedmont Avenue, S.E.</td>
<td>Suite 1308, West Tower</td>
<td></td>
</tr>
<tr>
<td>Atlanta, Georgia 30334 9010</td>
<td>Telephone: (404) 657-6000</td>
<td></td>
</tr>
<tr>
<td>Fax: (404) 657-8444</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>Minority Business: Can your company be classified as a Minority Owned Business?</th>
<th>Percentage of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Minority Business enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state. (Official Code of Georgia Annotated §50-5-131).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority Group</td>
<td>Percentage of Ownership</td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Hispanic / Latino</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Native American</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Asian American</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
Supplier General Information Worksheet

Suppliers General Information

This spreadsheet requests basic information concerning the Supplier and may establish other requirements the Supplier must meet to be considered eligible for award. Read each question carefully and provide all requested answers.

<table>
<thead>
<tr>
<th>5</th>
<th>Is your company a scrutinized company? Please answer either a, b, or c as</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a &quot;scrutinized company.&quot; A scrutinized company is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the issuing officer immediately.</td>
<td>a.</td>
</tr>
</tbody>
</table>

Please answer either a, b, or c in the response column of this worksheet to indicate your answer:

a. I certify my company is NOT a "scrutinized company."
b. I certify my company is a "scrutinized company."
c. I certify I have requested and received written permission from DOAS to submit a response to this Event in accordance with O.C.G.A. Section 50-5-84.

<table>
<thead>
<tr>
<th>6</th>
<th>Have you submitted a completed Tax Compliance form?</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>To be eligible for contract award, the supplier must owe taxes to the State of Georgia. Also, in accordance with Official Code of Georgia Annotated §50-6-22, the State of Georgia is prohibited from awarding any contract valued at more than $100,000.00 to a nongovernmental vendor if that vendor or an affiliate of the vendor is a &quot;dealer&quot; failing or refusing to collect sales or use taxes on sales delivered to Georgia. Each Supplier must submit a completed Tax Compliance Form (SPD-SP045), which has been provided as a downloadable document by accessing the link below. In the event the Supplier is being considered for contract award (and the contract is valued at more than $100,000.00), the information provided in the Tax Compliance Form will be submitted by the State to the Georgia Department of Revenue (&quot;DOR&quot;) for a determination as to whether the Supplier is a &quot;prohibited source&quot; or has other tax deficiencies. The State reserves the right to submit the Supplier's completed form to DOR for review even if the contract is valued at less than $100,000.00. Download the Tax Compliance form using the link below and upload the completed form as part of your response:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

http://doi.as.gov/Stateigo/SPD/Search/Pages/Home.aspx

Any offeror identified as a prohibited source will be ineligible for award. Accordingly, the Offeror is strongly encouraged to check its tax status now and resolve any outstanding tax liabilities prior to submitting this response. Department of Revenue has identified the following source to allow Offerors to check current tax status:

http://www.etax.dor.ga.gov/
TAX COMPLIANCE FORM
TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS
Please complete the following information:

- Supplier’s Name: **Blackboard Inc.**
- Physical Location Address: 650 Massachusetts Ave NW 6th FL District of Columbia 20001
- Federal Identification Number (FEI): 52-2081178
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 175515467
  - Sales and Use Tax Number: 175515467
  - Withholding Tax Number: 2148852-ID
- What type of service will you perform? Disbursement of funds to non-banked students and employees thru cards
- Will you sell any tangible personal property or goods? Yes
- Supplier’s Affiliate’s Name:
  - FEI: N/A
  - STI: N/A
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: N/A

If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier’s tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Roy Crosley
  - Telephone Number: (202) 463-4860
  - E-mail Address: Roy.Crosley@blackboard.com

NOTICE TO SUPPLIER:
In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue (“DOR”) for a determination as to whether the supplier is a “prohibited source” (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. **MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.**

**STATE ENTITY:** Please submit this form via email to DOR at tsd-state-contractors@dor.ga.gov for processing in accordance with the Georgia Procurement Manual.

Revised: 12/22/2010

 SPD-SP045
AUDIT PROGRAM

4. 1.1 Audit

Describe in detail your company’s audit program. Include compliance with service level agreements, privacy and security, fraud and abuse, Statement of Audit Standards compliance and compliance with all applicable laws and regulations.

- Privacy and Security

First Data has developed various policies and procedures designed to meet the requirements of all applicable laws and regulations, including but not limited to the Gramm-Leach-Bliley Act. First Data believes that it complies in all material respects with its obligations with respect to maintaining privacy and information security programs reasonably designed to (a) ensure the security and confidentiality of customer information; (b) protect against any anticipated threats or hazards to the security or integrity of such information; (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer; and (d) ensure the proper disposal of customer information and consumer information.

First Data’s security program is headed by the SVP Enterprise Security, Risk, and Compliance, reporting up through First Data’s Chief Technology Officer. ESRC consists of 8 domestic teams, each specializing in a different aspect of IT security, risk, compliance, and audit. Total US staffing is close to 350, most of who have more than 10 years IT security experience and multiple certifications. Close to three dozen technology, security, privacy, legal, audit, and safety certifications are represented. The Information Security Policy framework is based upon the following: ISO27001: 2005, ISO27002: 2005, PCI DSS, PCI ADSS. Corporate security policies also include practices in FTC 16 CFR Part 314, Standards for Safeguarding Customer Information; Final Rule.

First Data’s policies have been reviewed and approved by these three broadly recognized assessors – SSAE16/SOC 1 (Ernst & Young), PCI DSS (Trustwave) and GLBA (FFIEC) – as well as many state, local, and customer assessors. The Information Security Policy framework is based upon the following: ISO27001: 2005, ISO27002: 2005, PCI DSS, PCI ADSS. Corporate security policies also include practices in FTC 16 CFR Part 314, Standards for Safeguarding Customer Information; Final Rule.

We have chosen this broader approach rather than the strict adherence to one standard because it enables:

- A single, global First Data IT security policy
- That meets the full scope of legal and regulatory requirements
- Across a diverse spectrum of products and services

First Data has earned PCI compliance, as well as meeting the many requirements of state, federal and industry regulations through the controls of its defense-in-depth architecture. First Data requires access controls on all applications, operating systems, databases, and network devices to ensure that persons only have the minimal privileges they require. Data from disparate clients is logically
segregated and safeguarded through these access controls. There are formal processes in place for managers and data owners to grant and approve and terminate access, communicate passwords, enforce password complexity and expiration and perform password resets. Access privileges are based on job responsibilities and are regularly reviewed to ensure that only those people with a current need-to-know have access. Each ID is unique and is associated with a specific individual. Systems require multi-factor authentication.

From a Network perspective, secure, encrypted communications are used for remote administration of production systems and applications. System standards/procedures include disabling all unneeded or unused services. There is a formal process and schedule for testing and implementing security-related patches. Intrusion Detection is in place on the following segments: Internet point-of-presence; DMZ; Extranet; Internal production network; and network segment hosting target data. It is configured to generate alerts in case of incidents and values exceeding normal thresholds for the environment. A formal process is in place to regularly update the IDS signatures based on new threats and changes in the environment. The system is monitored 24x7x365. In the event of a NIDS functionality failure, an alert is generated. NIDS events feed into the Incident Management process.

From a Host Systems perspective a robust Host Security protocol is supported. Host-based intrusion detection is installed on systems. Unalterable event logs are generated that identify authorized access, privileged operations, unauthorized access attempts, and system alerts. System default passwords are changed to unique, complex passwords with enforced expiration dates, and are encrypted during storage. User passwords are also complex with enforced expiration based on time or inactivity. Privileges are assigned to individuals and devices based on the concept of "least privileged," granting the minimum set of rights required by job function. Accounts are locked after a preset number of unsuccessful logins. Desktops are locked and screens closed when left unattended for a set period.

From an application perspective, each application has an assigned Application Owner who is responsible for compliance with the Application Security Standard. Requirements for security controls are established by the Application Security team within Enterprise Security, Risk & Compliance, and published on the corporate intranet. Requirements include but are not limited to those in the Information Security Classification and Handling, Application Security, Authentication, Cryptographic, File Transmission, Logging and Monitoring, and Media Handling Standards. Applications and enhancements must be reviewed for compliance with standards before its move into production. Information Security Officers assigned to each business area, as well as the Application Security team, are available to work with developers to ensure new and enhanced applications are compliant with security requirements.

Physical access controls are specified in the First Data Corporate Security Policy. Controls may include, but are not limited to, a combination of physical barriers, security systems, monitors, alarms, visitor logs, and badge ID's at processing facilities. Guard service is in place at all entrances. Guards undergo background checks and turnover has been less than 5%. Cameras monitor the facility on a 7x24-hour basis and are positioned to view activity at all entrances/exits to the facility. Emergency exits are secured, alarmed and managed by an access control.
system. Intruder alarms are connected to an external security agency. Controls are regularly tested to ensure they are functioning properly.

- **Fraud and abuse**

  Within Enterprise Security, Risk & Compliance (ESRC), there are teams with specific responsibilities to perform fraud detection activities as prescribed by ESRC policy and standards. These activities include the periodic scans of laptops and desktops run to monitor compliance, and rogue wireless, vulnerability scanning, and IDS to detect unauthorized traffic. Some activities are performed according to a schedule. Others are continuously running real-time tools that generate alarms to dedicated security staff. Incident response, including procedures for alarm response and the investigation/escalation of suspicious findings is documented and tested.

- **Statement of Audit Standards (SAS-70)**
  - [http://www.sas70.com/about.htm#about%20100](http://www.sas70.com/about.htm#about%20100)

  Although a SAS-70 audit report (now SSAE 16) is not applicable to BlackboardPay, we will make our vendor's SSAE 16 audit report available upon request.

- **FERPA**

  Blackboard acknowledges that it is aware of and will comply with applicable sections of these legislative requirements as they may apply to this contract and are applicable to Blackboard. Blackboard agrees that it shall not make available or distribute any student information in violation of FERPA or any other applicable law, rule or regulation concerning student information. In the event that Customer provides Blackboard access, in the course of providing any services under this Agreement, to non-public and user educational information covered under the Family Education Rights and Privacy Act of 1974 ("FERPA"), Blackboard shall maintain the confidentiality of such information in accordance with the provisions of FERPA but in no event shall Blackboard have any responsibility for breaches caused by the acts or omissions of Customer or Customer's users relating to such information.

- **US Department of Commerce FIPS**

  First Data complies with all local, state, and federal laws.

- **Graham-Leach-Bliley Act**

  Each of First Data’s business areas provide services that may be subject to various state, federal and foreign privacy laws as well as industry regulations. Relevant federal privacy laws include the Gramm-Leach-Bliley Act, which applies directly to a broad range of financial institutions and indirectly to companies that provide services to financial institutions. First Data also complies with industry regulations such as the Payment Card Industry Data Security Standards. There are personnel in First Data’s Corporate Compliance Office, part of the Legal department, that are responsible for tracking requirements related to new and pending legislation.
• Compliance Attestation Exam of the Title IV Student Financial Assistance Programs (USDOE)

http://ifap.ed.gov/dpcletters/GEN0516.html

Please refer to Exhibit 1 for additional information.

Blackboard will proactively comply with all applicable US Department of Education regulations. Specifically, if Blackboard provides services that constitute a Third-Party Servicer relationship 34 CFR 668.25, or subsequent regulations are issues that redefine Blackboard provided services as a Third-Party Servicer relationship, we will comply with the Third-Party Servicer audit requirement and submit an annual audit to the GA System upon issuance from our independent auditors.

In Exhibit 1, please find DLA Piper LLP (US) determination affirming that Blackboard and specifically BlackboardPay services do not constitute a third-party servicer relationship. Of further note, our DLA Piper legal counsel Dennis M. Cariello, as signed, previously served as Deputy General Counsel for Postsecondary Education and Regulatory Services at the US Department of Education under the Bush and Obama Administrations.
TECHNICAL PROPOSAL

Mandatory Requirements
**Mandatory Questions**

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section with a "YES" to pass.

Any questions you answer with a "NO" will fail the technical requirements and results in disqualification of the proposal.

By answering "Yes," you indicate that you meet the individual requirements in the response block provided. ONLY upload documents if there is a Yes in the "Upload Attach with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

<table>
<thead>
<tr>
<th>Question #</th>
<th>Questions per Proposal Factors/Categories</th>
<th>Response by Offeror. Only Yes or No Answers</th>
<th>Upload Attach with Additional Information?</th>
<th>Attachment File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>Disbursement service shall be available to all students regardless of financial or credit history, and without paper signature required.</td>
<td>Yes</td>
<td>No</td>
<td>Mandatory Requirements Attachments, Question #25</td>
</tr>
<tr>
<td>25</td>
<td>The vendor must make all disbursements in accordance with all USDOE Title IV disbursement requirements.</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>The Student shall pay no fees for utilizing contractor provided ATMs</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>All banking accounts resulting from this agreement must be federally insured.</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>There shall be no minimum account balance fees.</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Offeror must agree to the following and/or line 30: Offeror is a Regulated Entity as defined in the Glossary.</td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>If Offeror is selected as the Contractor, the Offeror shall purchase and maintain Employee Dishonesty insurance coverage in an amount specified by each Participating institution. The amount will range from $15,000,000.00 for larger institutions down to $500,000 for some smaller institutions. Each Participating Institution shall be a named insured under such policy for the coverage specified by the institution.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #30</td>
</tr>
<tr>
<td>31</td>
<td>The Contractor shall provide the institution receivable offices detailed and summary reports on fund transmissions from the institution to individual accounts as often as deposits are made. These reports shall be available online and in real-time following deposit to the account.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #31</td>
</tr>
<tr>
<td>32</td>
<td>Contractor must submit an annual audit for compliance with USDOE regulations to the Institution. If Contractor is not the third-party processor, Contractor guarantees on behalf of it's processor that audits will be made available in compliance with USDOE regulations.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #32</td>
</tr>
<tr>
<td>33</td>
<td>Contractor will indemnify and hold harmless the State of Georgia, BOR, DTAE and Participating Institution from and against any claim, loss, damage, fee, fine or expense suffered or incurred by Participating Institution as a result of Contractor's failure to comply in any manner with USDOE rules and regulations.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #33</td>
</tr>
<tr>
<td>34</td>
<td>The contractor must provide toll-free help desk support for students with a dedicated line for administrators.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #34</td>
</tr>
<tr>
<td>35</td>
<td>Must offer a dedicated relationship manager that acts as a single point of contact for Institution administrators</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #35</td>
</tr>
<tr>
<td>36</td>
<td>Must provide an administrative support website associated with the program. Describe features and functionality available to the Institution.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #36</td>
</tr>
<tr>
<td>37</td>
<td>All fees must not increase for the life of the contract</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Must meet all requirements as outlined in Section 4.1 of the RFP</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>If the Contractor accepts funds via wire transfer from the Institution it shall be without fee to Student or the Institution.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Contractor accepts responsibility related to the fraudulent use of the Card by persons other than Cardholder</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>The Contractor must be able to obtain and securely maintain Student account and/or bank information if needed for the Disbursement Method.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Contractor will provide monthly online statements to Students that satisfy The Federal Reserve Board Regulation E requirements.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Contractor must provide training to the administration, which includes fundamentals of the program and online reporting.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>The Contractor shall contract with an independent auditor acceptable to the BOR and DTAE, as appropriate, to complete a SAS-70 financial control audit report that will be submitted to the Participating Institution annually. The SAS-70 financial control audit report should be accompanied by a corrective action plan for any issues identified in the report. Copies of the report and corrective action plan shall be submitted to the person at each participating Institution designated by the institutional disbursement services program coordinator.</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
- Yes: Meets requirement
- Blackboard has added additional information
<table>
<thead>
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<th></th>
<th>Contractor agrees they will not market credit cards to students.</th>
<th>Yes</th>
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<td>46</td>
<td>Contractor and each Participating Institution will jointly approve any marketing materials related to program services at such Participating Institution.</td>
<td>Yes</td>
<td></td>
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<tr>
<td>47</td>
<td>Contractor will store and use institution-provided consumer data, including personal Student information, in compliance with all government rules, regulations, and acts, including, but not limited to, FERPA, PCI, and the Gramm-Leach-Billey Act.</td>
<td>Yes</td>
<td></td>
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<tr>
<td>48</td>
<td>Insurance Certificate must be provided up on Notice of Intent to Award.</td>
<td>Yes</td>
<td>Blackboard has added additional information.</td>
</tr>
<tr>
<td>49</td>
<td>Fees and related cost must not be included in the technical proposal.</td>
<td>Yes</td>
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<td>50</td>
<td>Contractor must have a minimum of two years experience in providing disbursements to students in higher education</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>51</td>
<td>Must list five Colleges or Universities you have provided disbursements for during the past two years</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>52</td>
<td>All forms requiring signature have been completed and signed</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>53</td>
<td>Must provide contacts for any contracts that have not been renewed during the past two years.</td>
<td>Yes</td>
<td>Blackboard has added additional information.</td>
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<tbody>
<tr>
<td>2</td>
<td>Describe your funding process related to receiving funds from the University. The BlackboardPay funding process consists of transmitting a single funding file containing the student ID number of those students who have selected BlackboardPay along with a single wire transfer for the total card disbursement amount. Funds are transferred directly to Meta Bank, the issuer of the FCU-issued accounts. Blackboard never receives or holds funds from the institutions.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #1</td>
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<tr>
<td>2</td>
<td>Describe in detail your options for disbursing the funds to the Student. Your response should include timeline for availability of student funds, handling of exceptions, errors, and returns. BlackboardPay was designed to be simple and linear regarding disbursement and the delivery of funds to students happens in near real-time. BlackboardPay Institutions complete a two-step sequential process. First, the corporate funding account at Meta Bank is credited with the amount of each disbursement. Second, the upload a details file in a predefined format through our secure FTP process (described in the previous question). Funding files are picked up systematically every 15 minutes, 24 hours/day. Once the file has been picked up by the system, funds are immediately distributed to cardholders for instant access. Each institution will receive a confirmation file after each upload event. The confirmation file will provide the institution with information on the number of records that were processed successfully and any records that were unable to be processed. Any records that generated an error will be detected by a detail or reason code. The institution will be able to log into the Card Management System (CMS) and correct any errors in real-time. Each institution will have a dedicated Program Manager who can assist with error resolution if there are issues that need clarification.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #2</td>
</tr>
<tr>
<td>3</td>
<td>Describe the process that a student may use to select, update, and/or delete their preferred disbursement option. During the implementation of BlackboardPay we will help the institution create a student authorization process. Authorization serves two purposes. Federal regulations require students to authorize the institution to deliver funds to them electronically. Additionally, BlackboardPay and the institution need to be able to verify if students have elected to participate in the program.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #3</td>
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<tr>
<td>4</td>
<td>Describe in detail student options for accessing funds. If applicable, include number and locations of fee-free ATMs, number and location of branch banks, and alternate options for fund access. Include any transaction limitations and daily limits. Access is one of the main BlackboardPay competitive advantages. The program was built to provide students with the widest possible path to access-fee and penalty-free transactions across all access channels. Once a student has been issued a BlackboardPay card, they will have multiple ways to access their funds.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #4</td>
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<td>5</td>
<td>Contractor shall describe the process for disbursing Parent PLUS loan refunds. At this time BlackboardPay does not have a process specifically for Parent PLUS Loans. If the institution elects PLUS Authorization and the excess credit balance will be disbursed to the student, the program works as previously detailed. We do not currently deliver funds directly to parents.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #5</td>
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<tr>
<td>6</td>
<td>Contractor will provide customer service access to the Participating Institution for disbursement tracking. Contractor will describe the tracking capabilities offered. All BlackboardPay Institutions are aligned with a dedicated Program Manager during the implementation process. The Program Manager’s role is to assist in the success of the program at each institution. That may include providing enrollment information, assistance in processing, communication plans, recommendations, or other appropriate requests.</td>
<td>Yes</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #6</td>
</tr>
<tr>
<td>7</td>
<td>Describe your process for handling lost or stolen cards or checks. A disbursement Cashholder shall be protected from all liability for unauthorized use of Card with timely notification by Cashholder to Contractor.</td>
<td>Yes. BlackboardPay can be deployed in two formats, either as an integrated function of the Canvas ID Card, or as a stand-alone Companion card that is separate from the Campus ID Card. Both formats offer cardholders ZERO Liability Protection and hold cardholders harmless if their accounts are compromised and they notify customer service in a timely manner. Students are also protected for fraudulent use of Money Network® Checks.</td>
<td>Yes</td>
<td>Mandatory Requirements Attachments, Question #7</td>
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</table>
| 8 | Describe your customer service access options for students. This may include access to personal account information, transaction history, disbursement history, current activity, and any notifications. Include options for multi-lingual access to its customer services, as well as access to hearing and visually impaired callers. | Yes. Students can call Money Network Customer Service 24/7 for the following:  
- Access Account Information  
- Make a Payment  
- Change the Synchronization Date  
- Get your PIN  
- Change the PIN  
- Get the Balance  
- Transfer funds to or from a personal bank account in the US  
- Set up or change your ATM at any time  
- Check on the status of a Check  
- Check the status of a Disbursement  
- Get account statements  
- Get the status of a Disbursement  
- Get the status of a Transaction  
- Get the status of a Voucher  | Yes | Mandatory Requirements Attachments, Question #8 |
<p>| 9 | Describe financial literacy programs or services you offer. | Yes. As part of BlackboardPay each institution will have a branded MYCAMPUSFUNDS.COM page. MYCAMPUSFUNDS provides students with real-life dynamic content on how to better manage their finances, avoid debt, stay on track with their saving goals and effectively use their BlackboardPayenabled card. Mycampusfunds.com includes videos on how to maximize account features, freeze information, frequently added questions and multimedia content from trusted content partners, such as NERL Learn and Debtfacts.org. | Yes | Mandatory Requirements Attachments, Question #9 |
| 10 | Describe Vendor online reports and include screen shots or demonstration on reports. The Institution requires that administrators have access to real-time reports online. Reports must include the following functionality: an audit trail for refund purchases including full details on recipient, amount, delivery method and status, if applicable, any clearing account statements showing fund transfers made for the refund delivery process, activity and preferences report on student checks, status checks and timed-out payments and detailed vendor reports. | Yes. Each institution will have access to the Card Management System (CMS) which will allow the institution to view high-level cardholder account information, run reports and instantly fund a cardholder. The institution will also have system administrator functionalities to reset passwords and create/delete users. CMS utilizes role-based security so that institutions can ensure internal controls. | Yes | Mandatory Requirements Attachments, Question #10 |
| 11 | Describe in detail your marketing program, including communication methods and frequency. | Yes. Creating the right communication plan is essential to the success of any new program en-campus, including a new disbursement option. We believe that your institutions know their students better than anyone and we will provide participating institutions with a marketing toolkit to use or adapt to properly reach students. Blackboard will customize the toolkit for each school according to their own needs. In addition to general awareness materials such as posters, flyers, emails, digital signage slides and ATM signs, every student will receive a Welcome Kit which includes a &quot;How-To&quot; brochure, Terms &amp; Conditions and the Cashholder fee schedule. | Yes | Mandatory Requirements Attachments, Question #11 |
| 12 | Describe your implementation process including timeline. | Yes. BlackboardPay takes between eight to ten weeks to implement. We have a dedicated Implementation Manager who will schedule weekly calls and provide the institution with a specific project plan outlining major milestones, including testing, training and marketing. | Yes | Mandatory Requirements Attachments, Question #12 |
| 13 | Describe your quality assurance program for all aspects of your product and service delivery. | Yes. Blackboard takes pride in delivering an exceptional experience for our clients and the students the institutions serve. The quality of that experience is practiced on delivering on promises and exceptionally swift resolution of outstanding events. To this end we hold weekly meetings with our partners, First Data and Discover, to manage not only expectations, but also to provide weekly feedback from our clients. Each participating institution will have a dedicated Blackboard support person through Implementation and after, who will closely track the progress of the institution's account from baseline results of live institutions. Blackboard will provide guidance and recommendations as needed and also track and store program enhancement recommendations. | Yes | Mandatory Score Requirements Attachments, Question #13 |
| 14 | Describe your business processes to ensure the successful and timely transmission, receipt and processing of all invoices. | BlackboardPay utilizes real-time flat file data transfers and an automated immediate funding process. Timing of all distributions will be controlled by the institutions. | No | |</p>
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<td>15</td>
<td>Describe in detail your disaster recovery system protocols and timeframes.</td>
<td>Yes. Blackboard’s core engine resides with our processor, First Data. The First Data Prepaid Disaster Recovery site is located within the Atlanta, GA data center and uses the existing infrastructure to place that provides backup redundancy to the platform in Wilmington, DE. In the event of a failure of the Wilmington facility, all First Data Prepaid processing can be switched to the Disaster Recovery site within minutes and processing resumed with minimal disruption to the institution and cardholders. Connectivity to support this fail-over is functional and tested monthly. The full disaster recovery process is documented and is available upon execution of a Non-Disclosure Agreement.</td>
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<tr>
<td>16</td>
<td>Describe your company’s project management plan for implementation and future enhancements.</td>
<td>Yes. A complete sample implementation plan has been outlined in the response to question #52 and our implementation team has not only managed the implementation for participating institutions, including one in the state of Georgia, but also as school administrators at some of the first Blackboard accounts. That viewpoint allows us to better understand the strengths and limitations of each institution to better serve their needs.</td>
</tr>
<tr>
<td>17</td>
<td>Describe any data transfer, software, and hardware requirements of the institution. Include Information pertaining to file formats and transmission security.</td>
<td>Yes. Each institution will be required to deliver a fixed text file to the Blackboard bank via username and password through the bank’s web portal and a secure FTP protocol (MessageWay). Passwords are set to expire every sixty days. The file contains student ID numbers along with the amount that they are being refunded and some other static information.</td>
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| 18 | Describe how web services are incorporated into your solution. | Yes. Cardholders have access to a wide-range of features and tools online, including:
- Check account balances
- Sign up for e-mail/text message balance alerts
- Upgrade their accounts
- Review transaction activity and view statements
- Transfer funds
- Add funds
- Search for Free In-network ATMs
- Search for Free In-Lobby check cashing locations
- Online Bill Payment
- Free mobile phone top-up
- Financial literacy resources
- Access to FAQ’s and Customer Service | Mandatory Scored Requirements Attachments, Question #12 |
| 19 | Provide an example of your service level agreements | Yes. Refer to Exhibit 2 in the Technical Proposal. | Mandatory Scored Requirements Attachments, Question #16 |
| 20 | Describe your privacy and security standards related to all aspects of your solution. | Yes. Blackboard’s account information is maintained in First Data’s systems (the funds are held by Meta Bank).
All First Data production systems are maintained in secure data centers that are monitored 24/7/365 by security guards as well as technical staff.
Physical security measures include cameras and motion detectors.
Physical access to the system is restricted to technical support and security personnel using a magnetic lock system. Logical access to systems is controlled by a dedicated Data Security department. Formal requests for access must be submitted and signed by authorized managers. All access from within our internal network requires the use of passwords, which must be changed every 90 days. Remote access is allowed for first Data support personnel but requires the use of two-factor authentication. | Mandatory Scored Requirements Attachments, Question #20 |
<p>| 21 | Describe your ability to securely import any existing Student ACH information and pre-populate this information for refund disbursement to the participating institution has an existing ACH program. | Yes. Blackboard does not currently store existing student ACH information. This solution is part of our product roadmap and once available, we will provide detailed information to participating institutions on the Board of Regents. | Mandatory Scored Requirements Attachments, Question #21 |
| 22 | Describe your System integration and management methodology to ensure connectivity and integration of Contractor’s services to the Participating institution’s systems. Specifcations will be agreed upon during the project planning phase. | Yes. Blackboard uses a set of flat files transfers from each participating institutions database of record (typically the student information system and/or Card Management Database). We assist the institution in creating the interface and automation to allow for a seamless file transfer process. Blackboard has successfully enabled flat file extracts and exchanges with Banner, PeopleSoft and Datatel systems. | Mandatory Scored Requirements Attachments, Question #22 |</p>
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<td>25</td>
<td>Yes. BlackboardPay can be deployed as an integrated functionality of an institution's Campus ID Card program. We have over 125,000 integrated student IDs in the market, and our process is patent-pending. Our integrated process allows participating schools to issue a dual magnetic strip and/or contactless credential on-campus in real-time. We are the only provider who has expertise issuing a student ID with a Discover (or open-loop) purchasing functionality. This combination creates an incredibly powerful Campus ID program that is relevant on-campus and off-campus. Integrating the functionality also provides students with immediate replacement of any card lost, or stolen for an added level of security and access.</td>
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<td>Yes</td>
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Mandatory Scored Requirement: Attachments, Question #23
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MANDATORY REQUIREMENTS ATTACHMENTS

Question #25

The vendor must make all disbursements in accordance with all USDOE Title IV disbursement requirements.

Yes. BlackboardPay was designed from the ground up to comply with the ten conditions outlined in the Department of Education’s DCL GEN 05-16 (as modified by 34 CFR 668.164(c)(3)) pertaining to stored value and prepaid account. Under these ten guidelines, the funds are transferred directly from the institution’s bank account to the BlackboardPay bank (Meta Bank) therefore constituting a direct payment to the student. While BlackboardPay facilitates the account creation and funding tools, the disbursement is technically made by the institution directly to the student.

1. A school must obtain a student’s authorization prior to disbursing funds
2. The value of the card must be convertible to cash and cannot be limited to specific merchants
3. Students should not incur any fees for withdrawing from ATMs issued by the bank and ATM should be conveniently located for all students
4. A student cannot be charged by the school or bank for issuing the card
5. Funds must be FDIC insured
6. School cannot make any claims against the funds of the card, except to correct an error
7. Card cannot be marketed or converted to a credit card at any point
8. School must inform the student of the account’s Terms and Conditions
9. School must ensure that the account meets all regulatory timeframes
10. Student’s access to the funds should not be conditioned upon the student’s enrollment status

Question #30

and/or, if Offeror is selected as the Contractor, the Offeror shall purchase and maintain Employee Dishonesty insurance coverage in an amount specified by each Participating Institution. The amount will range from $15,000,000.00 for larger institutions down to $500,000 for some smaller institutions. Each Participating Institution shall be a named insured under such policy for the coverage specified by the institution.

Yes. Blackboard will provide a copy of our Certificate of Insurance upon award. Per Addendum #2, the “Certificate of insurance must be provided up Notice of Intent to Award.”
Question #31

The Contractor shall provide the Institution receivable offices detailed and summary reports on fund transmissions from the Institution to individual accounts as often as deposits are made. These reports shall be available online and in real-time following deposit to the account.

Participating institutions will receive email confirmation after each deposit/funding and will have access to account specific information in real time through the Card Management System (CMS).

Question #32

Contractor must submit an annual audit for compliance with USDOE regulations to the Institution

Please refer to Exhibit 1 in the Technical Proposal.

Blackboard will proactively comply with all applicable US Department of Education regulations. Specifically, if Blackboard provides services that constitute a Third-Party Servicer relationship 34 CFR 668.25, or subsequent regulations are issues that redefine Blackboard provided services as a Third-Party Servicer relationship, we will comply with the Third-Party Servicer audit requirement and submit an annual audit to the GA System upon issuance from our independent auditors.

Enclosed, please find DLA Piper LLP (US) determination affirming that Blackboard, and specifically BlackboardPay services, do not constitute a third-party servicer relationship. Of further note, our DLA Piper legal counsel Dennis M. Carillo, as signed, previously served as Deputy General Counsel for Postsecondary Education and Regulatory Services at the US Department of Education under the Bush and Obama Administrations.

Question #33

Contractor will indemnify and hold harmless the State of Georgia, BOR, DTAE and Participating Institution from and against any claim, loss, damage, fee, fine or expense suffered or incurred by Participating Institution as a result of Contractor’s failure to comply in any manner with USDOE rules and regulations.

Yes. Please refer to Exhibit 2 in the Technical Proposal for a copy of our Sample Agreement.

Question #34

The contractor must provide toll-free help desk support for students with a dedicated line for administrators.

Each participating institution will be assigned a dedicated Program Manager who will be available during regular business hours. This Program Manager will be the primary point of contact for administrators and has a direct contact with our partners to answer any question or resolve any exceptions.
Students have 24/7 access to a toll free help desk as well as an online account management tool to help them manage their account and answer any questions.

**Question #35**

**Must offer a dedicated relationship manager that acts as a single point of contact for Institution administrators**

Each participating institution will be assigned a dedicated Program Manager who will be available during regular business hours.

**Question #36**

**Must provide an administrative support website associated with the program. Describe features and functionality available to the Institution.**

The institution will have access to the Card Management System (CMS) which will allow participating institution to view cardholder information, run reports and remove/instant fund a cardholder. Institutions will also have system administrative abilities to reset passwords and create/delete users. CMS utilizes role base security so that institutions can ensure internal controls. Below is an example of what schools would see when viewing a student's account in CMS:
This view allows institutions to see deposit history but not the purchases that the student has made. Customer service, which is available 24/7, has the ability to view transactional history and is there to help the student with any questions they may have regarding their account.

The reporting suite gives the institution access to a variety of reports.

The main reports used by institutions today are the Corporate Funding Report and the Registration by Source Program Report. The Corporate Funding report is used each month for reconciliations of the school’s refund account. This report lists the students funded along with showing the incoming wire. If funds are manually removed or added to a card, the user name of the person who made the transaction will show on this report for auditing purposes. The Registration by Source Program report allows the institution to have a complete list of all the students who have been issued a card. This report will also let the institution know if the student has activated the card or not.

Question #40

Contractor accepts responsibility related to the fraudulent use of the Card by persons other than Cardholder

When a fraudulent transaction occurs on the Discover network (for example a purchase with the card or an in-lobby withdrawal) or with a Money Network check, and the Cardholder reports their card as lost or stolen in a timely manner, Discover or Money Network assume the responsibility for fraudulent use of the card or check. This is spelled out in our Zero Liability Policy documents in the Cardholder’s Terms & Conditions (attached and text below). Otherwise, the onus falls either on the merchant
or the student. Neither Blackboard, nor the school is responsible for fraudulent transactions at any point in time.

"If you tell us within two business days after you learn of the loss or theft of your Card, PIN or information you can lose no more than $0 if someone used your Card, PIN or authorized a Money Network Check without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN or information, and we can prove we could have stopped someone from using your Card, PIN or authorizing a Money Network Check without your permission if you had told us, you could lose as much as $500"

**Question #44**

The Contractor shall contract with an independent auditor acceptable to the BOR and DTAE, as appropriate, to complete a SAS–70 financial control audit report that will be submitted to the Participating Institution annually. The SAS–70 financial control audit report should be accompanied by a corrective action plan for any issues identified in the report. Copies of the report and corrective action plan shall be submitted to the person at each participating Institution designated by the institutional disbursement services program coordinator.

Although a SAS-70 audit report (now SSAE 16) is not applicable to BlackboardPay, we will make our vendor’s SSAE 16 audit report available upon request.

**Question #48**

**Insurance Certificate must be included with proposal.**

Yes. Blackboard will provide a copy of our Certificate of Insurance upon award. Per Addendum #2, the “Certificate of Insurance must be provided up Notice of Intent to Award.”

**Question #49**

**Fees and related cost must not be included in the technical proposal.**

No attachments or additional information required.

**Question #50**

**Contractor must have a minimum of two years experience in providing disbursements to students in higher education.**

Please also refer to the next requirement for institutions that are presently implementing BlackboardPay.
Question #51

Must list five Colleges or Universities you have provided disbursements for during the past two years.

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<tr>
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</tr>
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<tr>
<td>Client Contact:</td>
<td>Pamela Wilson</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(404) 413-2600</td>
</tr>
<tr>
<td>Address:</td>
<td>33 Gilmer Street</td>
</tr>
<tr>
<td></td>
<td>Atlanta, GA 30303</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:ptwilson@gsu.edu">ptwilson@gsu.edu</a></td>
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<tr>
<td>Client Contact:</td>
<td>David Raiford</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(801) 916-4116</td>
</tr>
<tr>
<td>Address:</td>
<td>4600 South Redwood Road</td>
</tr>
<tr>
<td></td>
<td>Salt Lake City, UT 84123</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Dave.Raiford@slcc.edu">Dave.Raiford@slcc.edu</a></td>
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<tr>
<th>Institution</th>
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<tr>
<td>Client Contact:</td>
<td>Edward Patrick</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(404) 880-8067</td>
</tr>
<tr>
<td>Address:</td>
<td>223 James P. Brawley Drive</td>
</tr>
<tr>
<td></td>
<td>Atlanta, GA 30314</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:epatrick@cau.edu">epatrick@cau.edu</a></td>
</tr>
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</table>
**Question #52**

*All forms requiring signature have been completed and signed.*

Yes. Blackboard has provided all signed forms required by the University System of Georgia.

**Question #53**

*Must provide contacts for any contracts that have not been renewed during the past two years.*

At this time, BlackboardPay does not have any cancelled contracts. We are more than happy to provide contact information of clients in the future.
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<td>Question #22</td>
<td>21</td>
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<tr>
<td>Question #23</td>
<td>21</td>
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</tbody>
</table>
Mandatory Scored Requirements Attachments

Question #1

Describe your funding process related to receiving funds from the University.

BlackboardPay™ offers participating institutions flexibility when processing funding instructions. Our funding process is unique and designed to be the fastest disbursement mechanism to a prepaid account. It's unique because it only uses the Student ID number as a token for the account information. The institution will not have to store or transmit sensitive financial information such as bank account or routing numbers. BlackboardPay also doesn't require full or truncated Social Security numbers.

The BlackboardPay funding process consists of transmitting a single funding file containing the Student ID number of those students who have selected BlackboardPay along with a single wire transfer for the total card disbursement amount. Funds are transferred directly to Meta Bank, the issuer of the FDIC-insured accounts. Blackboard® never receives or holds funds from the institutions.

In creating the funding file, we will help the institution utilize an institution’s existing refund process within the student system or accounting system. Participating institutions will need to be able to store a student’s choice that was captured during a consent/authorization process so that the institution can identify the credit balances that need to go to First Data, the BlackboardPay processor.
FUNDING TO META BANK

Funding the students' accounts is based on their student ID number. A wire transfer must be made to the corporate funding account that will be set up for each school prior to the funding file being sent to First Data, the BlackboardPay processor. The amount sent can be equal to or greater than the credit balances being disbursed.

FILE LAYOUT

Different files will vary in length based on the number of detail records they contain, but the lengths of the header, detail and trailer records themselves are fixed.

Layout Notes

File is fixed length plain-text.
Header: 88 bytes
Detail records: 396 bytes
Trailer: 91 bytes
All records are separated by a CR/LF.
There are no separator characters between fields.
Where data is not required, it will still be accepted.
Fields that are not required and are not being used still should be filled, using blanks or zeros, depending on their data type.
If required data for a Detail record field is missing or entered in the wrong format, the file upload as a whole may succeed, but the problem Detail record will be rejected.

FILE DETAIL

The number of detail records in the file should match the value in the record count field in the header record, which is the number of cards in the batch. If the batch has no cards, no detail record is required. The institution will not need to provide data for every field that is listed below in the file detail. The only fields that are required for the funding file are:

Program ID – this will be given to participating institutions. It is a 5 digit number that will need to be left padded with 7 zeros to make 12 characters. (Example: 000000025789).

Action Type – this will be 02 for funding

Debit/Credit – this will be a C for credit in most cases (credit balance). Institutions can have multiple records for a student in the same funding file. If there are, institutions will need to count each line in the trailer/header.

Amount – amount of the credit balance. This field is 7 characters long and does not include the decimal. If a student is to receive a $1,000 credit balance, this would appear in the funding file as 0100000.

Member ID – this is where the institution will place the student ID number. Start the student ID in position 294 and leave any unused characters blank.

Question #2

Describe in detail your options for disbursing the funds to the Student. Your response should include timeline for availability of student funds, handling of exceptions, errors, and returns.

BlackboardPay was designed to be simple and linear regarding disbursement and the delivery of funds to students happens in near real time. BlackboardPay institutions complete a two-step sequential process: First, their corporate funding account at Meta Bank is prefunded with the amount of each disbursement. Second the upload a detail file in a predefined format through our secure FTP process (described in the previous question). Funding files are picked up systemically every 15 minutes, 24 hours/day. Once a file has been picked up by the system, funds are immediately distributed to cardholders for instant access.

Each institution will receive a confirmation file after each upload event. The confirmation file will provide the institution with information on the number of records that were processed successfully and any records that were unable to be processed. Any records that generated an error will be denoted by a detail or reason code. The institution will be able to log into the Card Management System (CMS) and correct any errors in real time. Each institution will have a dedicated Program Manager who can assist with error resolution if there are issues that need clarification.

A key differentiator of the BlackboardPay account is that it can be funded by the institution even if the card has not been activated by the cardholder. This minimizes the number of exceptions and returns. Further, because BlackboardPay leverages a prepaid account and not a traditional checking account (or DDA), all students are eligible to open
an account, and they won't be rejected for a lack of credit history or Social Security Number.

Once the funds have been delivered to the BlackboardPay account, funds have been technically disbursed according to Title IV, and they are no longer encumbered by Title IV regulations. Students can then decide how they manage their funds. For instance:

CASH: Cardholders may access their cash at more than 50,000 In-Network surcharge-free ATM's, including one on-campus ATM. Our ATM network is larger than the network of the two top US banks combined. Additionally, cardholders have access to thousands of "in-lobby" branch locations where students can get cash from their accounts, usually for free.

CHECKS: Cardholders can use an instant-issue Money Network® Check, which can be cashed for free and down to the penny at 6,700 check-cashing locations, including 3,800 Wal-Mart stores.

CARD PURCHASES: Make purchases at over 8 million Discover merchants without PIN or Signature debit transaction fees.

ACH TRANSFERS: Students can ACH the funds from their BlackboardPay account to their personal bank account.

With the BlackboardPay model, students retain control of how they want to use their funds without forcing them to work through a Third Party Servicer.

Question #3

Describe the process that a student may use to select, update, and/or delete their preferred disbursement option.

During the implementation of BlackboardPay we will help the institution create a student authorization process. Authorization serves two purposes. Federal regulations require students to authorize the institution to deliver funds to them electronically. Additionally, BlackboardPay and the institution need to be able to identify those students that have elected to participate in the program.

Each school will have the option of creating the process that works best for them. We typically accomplish this by creating a web-form or leveraging existing functionality in the Student Information System (SIS). Both processes have been accomplished and documented with all major SIS providers and at multiple University System of Georgia institutions.

ELEMENTS TO INCLUDE

The institution should include the following during the consent process:

Terms & Conditions
Fee Schedule
The account is not a credit card
The account gives students "free and clear" access to their funds by using In-Network ATMs, checks, or using the card anywhere Discover® debit cards are accepted
Funds are FDIC insured
Once disbursed, the funds have been paid to the student, and the school cannot make any claims against the funds, except to correct an error made during transferring of the funds.

**EXAMPLE AUTHORIZATION STATEMENT**

Following is an example of an authorization statement to be used for consent:

"I authorize [Institution] to deliver any credit balance, including but not limited to financial aid funds and payroll, electronically to the [Institution] Money Network® account, which is part of my [Institution] student ID card. I understand this account is free to open and gives me faster and more secure access to my funds.

I confirm that I have read the Terms & Conditions of the program and I understand that I have the right to withdraw my participation in the program at any time by providing written notice to the Office of Student Accounts.

This is NOT a credit card and I will not receive any interest on the funds loaded onto my [Institution] Money Network® account. Funds are FDIC insured.

I can use this account for free and without incurring any charges as long as I use In-Network ATMs and avoid other fees outlined in the Fee Schedule."

An example courtesy of Georgia State University:
Example courtesy of Johnson and Wales University:

**uconnect**

**Personal Information**

**Financial Aid**

**Refund Information**

**Award by Aid Year 2010-2011 Academic Year**

**Refund Information**

Refunds are credited to students according to their refund preference. You will only need to make this choice once per term.

JWU does not process refunds until the 4th week of each term. When you make your request it is reviewed by an account specialist to determine if you have a credit on your account. Once you make a request your account will also be reviewed at any point that a credit may exist.

**OPTION 1: QuickSource Card**

QuickSource Card/Financial Network® Account - The recommended and preferred method to receive your refund.

- Receive your refund within 3 days business days of being processed
- The account offers you “Free and Easy” access to your funds by using All Point® ATMs, checks or using the card anywhere Discover® debit cards are accepted
- Funds are FDIC insured
- This account is not a credit card
- Account can be refunded by the school, you or your parent
- Check balances free at www.moneymovemakedeasy.com

By choosing the quicksource card you are agreeing to:

- Allowing JWU to transmit required personal data to a 3rd party for the creation of your account and distribution of funds to a quicksource card
- Terms & Conditions in the linked document
- Annual fee FREE, replacement cards cost $6

**OPTION 2: Mail**

Receive a paper check from JWU through the US mail to the current mailing address on file. If a current mailing address does not exist it is sent to your permanent address on file. This process could take up to 10 business days beyond the 4th week of each term.

**OPTION 3: Pickup**

Follow a paper check from JWU picked up at Student Academic and Financial Services. This process could take up to 16 business days beyond the 4th week of each term.

You may only choose one method of disbursement per term. It can not be updated and you will receive an email notification within 24 hours.

**IMPORTANT: Verify your address**

The quicksource card and refund checks will be sent to your current mailing address on file in JWU. Once you receive your quicksource card you can activate it by calling (855) 825-2323. Your address is verified:

**6000 EAST 12TH AVE**
**APART 6-30**
**DENVER, CO 80220**

If this is not your current address, in JWU, please provide to the Registration & Grades tab > under Personal Information, select Update Addresses & Preferences.

With this methodology, the institution retains control of the messaging and promotion of the disbursement methods.
Question #4

Describe in detail student options for accessing funds. If applicable, include number and locations of fee-free ATMs, number and location of branch banks, and alternate options for fund access. Include any transaction limitations and daily limits.

Access is one of the main BlackboardPay competitive advantages. The program was built to provide students with the widest possible path to surcharge-free and penalty-free transactions across all access channels.

Once a student has been issued a BlackboardPay card, they will have multiple ways to access their funds.

Purchases at over 8 million Discover merchants without PIN or Signature debit transaction fees

50,000+ surcharge-free In-Network Allpoint ATMs plus one ATM installed at each institution

1 of 12 ATMs in America is an Allpoint Surcharge-Free ATM

875 Surcharge-Free ATMs in Georgia

Allpoint ATMs are available at most Targets, Walgreens, CVS, Exxon, 7-Elevens, and many of the merchants students use on a daily basis.

Unlimited FREE check writing privileges

Free check-cashing at 6,700 locations, including 3,800 Wal-Mart stores

Cash withdrawals at thousands of participating branch In-Lobby locations

Transfer funds from their BlackboardPay account to any domestic or international banking institution

Online Bill Payment

Free mobile phone top-up

Reload options at the point-of-sale through Wal-Mart Rapid Reload, as well as reloads through GreenDot’s MoneyPak™, MoneyGram, and Western Union.
BlackboardPay has a daily ATM withdrawal limit of $500, but cardholders can utilize other methods to access all of their money on any given day.

**BLACKBOARDPAY - ENSURING “FREE AND CLEAR” ACCESS**

![Number of ATM's Nationwide](image)

**Question #5**

**Contractor shall describe their process for disbursing Parent PLUS loan refunds.**

At this time BlackboardPay does not have a process specifically for Parent PLUS Loans. If the institution collect PLUS Authorization and the excess credit balance will be disbursed to the student, the program works as previously detailed. We do not currently deliver funds directly to parents.

**Question #6**

**Contractor will provide customer service access to the Participating Institution for disbursement tracking. Offeror will describe the tracking abilities offered.**

All BlackboardPay institutions are assigned a dedicated Program Manager during the implementation process. The Program Managers role is to assist in the success of the program at each institution. That may include providing requested information,
exception processing, communication plan recommendations, or other appropriate requests.

All participating institutions will have access to the BlackboardPay processor's web tool called CMS ("Card Management System"). Schools will utilize this tool to view students Money Network Accounts, correct funding errors, instant fund an account and pull enrollment and funding reports.

All participating institutions will be able to maintain control of the process from card issuance through disbursement through a combination of CMS functionality and a dedicated Program Manager.

Additionally, the Money Network and First Data teams are headquartered in Atlanta and the team will be available for tactical as well as strategic support of the program.

Question #7

Describe your process for handling lost or stolen cards or checks. A disbursement Cardholder shall be protected from all liability for unauthorized use of Card with timely notification by Cardholder to Contractor.

BlackboardPay can be deployed in two formats, either as an integrated functionality of the Campus ID Card, or as a stand-alone Companion card that is separate from the Campus ID Card. Both formats offer cardholders ZERO Liability Protection and hold cardholders harmless if their accounts are compromised and they notify customer service in a timely manner. Students are also protected for fraudulent use of Money Network™ Checks.

Our integrated card option provides the unique ability to issue new and replacement cards on-campus in real time. If a student loses their card for any reason, the institution has the ability to immediately produce a replacement card and de-activate the Discover purchasing functionality of the old card. In addition the funds on the lost/stolen card will automatically be transferred to the newly issued card. Students won’t have to wait several days for their replacement card to arrive in the mail.

Our Companion card option requires that the student call customer service or log into their Money Network account to report a card lost/stolen and request a new card. Cards arrive in 5-7 business days and must be activated to begin use. Cardholders can also choose to receive their cards overnighted for an additional fee. With that said, cardholders never lose access to their funds. Students still have access to their funds through their Money Network checks, or online money transfers while their new card is being delivered.
Question #8

Describe your customer service access options for students. This may include secured access to personal account information, transaction history, disbursement history, current activity, and any notifications. Include options for multi-lingual access to its customer services, as well as access to hearing and visually impaired callers.

Students can call Money Network Customer Service 24/7 for the following:

Activate their Money Network Service
Access Account balance (a fee will be charged if a live customer service representative is requested)
Register for reloadable Card Account functionality
Request information or answers to questions about Account
Write a Money Network Check
Reorder Money Network Checks
Transfer funds to or from a personal bank account in the US
Set up or change their PIN at any time

In addition, students have 24/7 access to the PIN secured Money Network account where they can:

Check account balances
Sign up for email or text message balance alerts
Upgrade their accounts
Review transaction activity and view statements
Transfer funds
Add funds
Search for Free In-Network ATMs
Search for Free In-Lobby check cashing locations
Online Bill Payment
Free mobile phone top-up
Financial Literacy resources
Access to FAQ’s and Customer Service

Question #9

Describe financial literacy programs or services you offer.

As part of BlackboardPay, each institution will have a branded MYCAMPUSFUNDS.COM page. MYCAMPUSFUNDS provides students with real life dynamic content on how to better manage their finances, avoid debt, stay on track with their saving’s goals and effectively use their BlackboardPay enabled card. Mycampusfunds.com includes videos on how to maximize account features, How-To information, Frequently Asked Questions and multi-media content from trusted content partners, such as NBC Learn and DebitFacts.org
We believe that true Financial Literacy should not be about how to avoid fees or hidden traps, but instead remove unnecessary fees and provide the widest path to access funds in the first place. We welcome the opportunity to expand our financial literacy content with each of your institutions, and incorporate our content in orientation and actual student courses.

**Question #10**

Describe Vendor online reports and include screen shots or demonstration on reports. The Institution requires that administrators have access to real-time reports online. Reports must include the following functionality: an audit trail for refund payments including full details on recipients, amounts, delivery method and status, (if applicable) any clearing account statements showing funds transfers made for the refund delivery process, activation and preferences report on student choices, stale-checks and timed-out payments and detailed carding reports.

Each institution will have access to the Card Management System (CMS) which will allow the institution to view high-level cardholder account information, run reports and instant fund a cardholder. The institution will also have system administrative abilities to reset passwords and create/delete users. CMS utilizes role base security so that institutions can ensure internal controls. Below is an example of what institutions would see when viewing a student’s account in CMS:
This view allows institutions to see deposit history but not the purchases that the student has made. That information is confidential and never displayed. Customer service, available 24/7, has the ability to view transactional history and is there to help the student with any questions they may have regarding their account.

The reporting suite gives the institution access to a variety of reports.

The main reports used by institutions today are the Corporate Funding Report and the Registration by Source Program Report. The Corporate Funding report is used each month for reconciliations of the school’s refund account. This report lists the students funded along with showing the incoming wire. If funds are manually removed or added to a card, the user name of the person who made the transaction will show on this report for auditing purposes. The Registration by Source Program report allows the institution to have a complete list of all the students who have been issued a card. This report also lets the institution know whether or not the student has activated the card.

Question #11

Describe in detail your marketing program, including communication methods and frequency.

Creating the right communication plan is essential to the success of any new program on-campus, including a new disbursement option. We believe that your institutions know their students better than anyone and we will provide participating institutions with a marketing toolkit to use as a template to properly reach students. Blackboard will customize the toolkit for each school according to their own needs.
In addition to general awareness materials such as posters, flyers, emails, digital signage slides and ATM signs, every student will receive a Welcome Kit which includes a "How-To" brochure, Terms & Conditions and the Cardholder Fee schedule.

Last but not least, once per quarter Cardholders may receive electronic or direct mail pieces highlighting new account features or improvements to the program.

Question #12

Describe your implementation process including timeline.

BlackboardPay takes between eight to ten weeks to implement. We have a dedicated Implementation Manager who will schedule weekly calls and provide the institution with a specific project plan outlining major milestones, including testing, training and marketing.

A sample plan has been provided below:
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<th>Category</th>
<th>Due Date</th>
<th>Title</th>
<th>Priority</th>
<th>Status</th>
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| Money Network Site | 6/21/2013 | Obtain legal from Money Network site | (3) Normal | Not Started | 0% | Sherry Loomis
| Money Network Site | 6/21/2013 | Obtain legal from Money Network site | (3) Normal | Not Started | 0% | Sherry Loomis
| Money Network Site | 6/21/2013 | Request URL for website | (2) Normal | Not Started | 0% | Artelma Davis
| Money Network Site | 6/21/2013 | Request URL for website | (2) Normal | Not Started | 0% | Artelma Davis
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Question #13

Describe your quality assurance program for all aspects of your product and service delivery.

Blackboard takes pride in delivering an exception experience for our clients and the students the institutions serve. The quality of that experience is predicated on delivering on promises and exceptionally swift resolution of outstanding items. To this end we hold weekly meetings with our partners, First Data and Discover, to manage not only exceptions, but also to provide weekly feedback from our clients. Each participating institution will have a dedicated Blackboard support person through implementation and
after, who will closely track the progress of the institution's success from baseline results of like institutions. Blackboard will provide guidance and recommendations as needed and also track and store program enhancement recommendations.

Blackboard’s implementation methodology assures that our customer’s business requirements are captured and optimally configured into the system. We have used this methodology for hundreds of customers, and it is a proven best practice method that delivers a high quality solution. Above and beyond the implementation plan and methodology, we have a transition team that will assist USGA after go-live to provide day to day system administration, troubleshooting and training support as needed to ensure that your card office ramps up on the system at a comfortable pace to be entirely self-sufficient. After the transition period, we have a client support team that will assist your staff with any inquiries or assistance that is required to run the system.

Blackboard only uses approved subcontractors for wiring, and all of the work that they deliver is tested and validated before our devices go live. During the testing process, any deficiencies in our solution will be documented and remedied to provide a fully functioning system per our best-practice implementation methodology.

**Question #15**

**Describe in detail your disaster recovery system protocols and timeframes.**

The BlackboardPay core engine resides with our processor, First Data. The First Data Prepaid Disaster Recovery site is located within the Atlanta, GA data center and uses the existing infrastructure in place that provides backup redundancy to the platform in Wilmington, DE. In the event of a failure of the Wilmington facility, all First Data Prepaid processing can be switched to the Disaster Recovery site within minutes and processing resumed with minimal disruption to the institution and cardholders. Connectivity to support this fail-over is functional and tested monthly. The full disaster recovery process is documented and is available upon execution of a Non-Disclosure Agreement.

The First Data DRBCP (Disaster Recovery Business Continuity Planning) process is a year round initiative which changes to reflect new projects, business needs, and a changing production environment. To validate the recovery strategy of critical data, First Data conducts annual exercises. The recovery exercises are designed to validate the following:

- New/changing business initiatives
- Technology upgrades
- System and application recovery
- Network/transmission recovery

To ensure success, the DRBCP team facilitates extensive and comprehensive testing with technical, application support teams, business units/functional areas and corporate audit. This preparation includes:

- Validation/identification of critical business processes
- Development of exercise objectives to recover these processes
- Weekly meetings with all exercise participants to review detailed exercise scripts and plans
- Review and resolution of issues from previous exercises
- Identification of interdependencies between applications
- Ensuring all critical files and backups are in place
- Update of recovery procedures
- Coordination of Client participation in exercises.

Exercises are conducted with the use of detailed technical procedures in conjunction with BCP’s. The DRBCP team acts as the primary liaison with BlackboardPay support staff and documents all issues throughout the duration of the exercise. Following the exercise, issues are reviewed for process improvements and resolution. FDC Corporate Audit actively monitors each exercise and issues an audit report to Senior Management.

Question #16

Describe your company’s project management plan for implementation and future enhancements.

A complete sample implementation plan has been outlined in the response to question #12 and our implementation team has not only managed the implementations for participating institutions, including six in the state of Georgia, but also as school administrators at some of the first BlackboardPay accounts. That viewpoint allows us to better understand the strengths and limitations of each institution to better serve their needs.

We continually review our product and account features and release enhancements not only from a technical point-of-view, but also from a service and account access perspective. For instance:

Recently released enhancements (currently available) include:

Cardholders can reload their BlackboardPay accounts at the point-of-sale of any Walmart location in the US. Reloads are immediately posted.

Cardholders now have access to Health Benefit discounts. They can receive up to 70% discount on prescription drugs, lab tests and x-rays.

Lowest Purchase Price Guarantee. If Cardholders see an item they purchased at a lower price they can have the price difference refunded to them within 60 days.

In addition to these enhancements, our roadmap contemplates the future release of mobile tools, as well as a hosted webpage that will enable students to choose their disbursement method. Lastly, we continuously release software enhancements to our Administrator Portal ("CMS") and our instant-issuance software application. There are typically two releases per year.

Question #17

Describe any data transfer, software, and hardware requirements of the institution. Include information pertaining to file formats and transmission security.

Each institution will be required to deliver a fixed text file to the BlackboardPay bank via username and password through the bank’s web portal and a secure FTP protocol (MessageWay). Passwords are set to expire every sixty days. The file contains student
ID numbers along with the amount that they are being refunded and some other static information.

Institutions wishing to leverage our real time on-campus issuance process may need additional hardware and software they already use for card issuance today. The BlackboardPay standard real-time issuance process is currently configurable with Datacard ID Works software and a number of common Datacard printers. We will consider other hardware configurations upon request. There may be additional cost to customize the issuance process with non-standard hardware.

**Question #18**

**Describe how web services are incorporated into your solution.**

Cardholders have access to a wide-range of features and tools online, including:

- Check account balances
- Sign up for email or text message balance alerts
- Upgrade their accounts
- Review transaction activity and view statements
- Transfer funds
- Add funds
- Search for Free In-Network ATMs
- Search for Free In-Lobby check cashing locations
- Online Bill Payment
- Free mobile phone top-up
- Financial Literacy resources
- Access to FAQ’s and Customer Service

**Question #19**

**Provide an example of your service level agreements**

Please refer to Exhibit 2 in the Technical Proposal for a copy of our BlackboardPay Sample Agreement.

**Question #20**

**Describe your privacy and security standards related to all aspects of your solution.**

BlackboardPay account information is maintained in First Data’s systems (the funds are held by Meta Bank).

All First Data production systems are maintained in secure data centers that are monitored 24x7x365 by security guards as well as technical staff. Physical security measures include cameras and motion detectors. Physical access to the system is restricted to technical support and security personnel using a magnetic lock system. Logical access to systems is controlled by a dedicated Data Security department. Formal requests for access must be submitted and signed by authorized managers. All access
from within our internal network requires the use of passwords, which must be changed every 90 days. Remote access is allowed for First Data support personnel but requires the use of two-factor authentication.

First Data is fully CISP and PCI DSS compliant. First Data deploys multiple firewalls and data security features to ensure the highest privacy and protection of cardholder data. Any transaction information received or sent over the Internet must meet strict industry encryption standards—VPN and/or fully encrypted 128 bit SSL.

The First Data security restrictions available are:

**TOP SECRET**—Controls offline access to data files and Customer Information Control System transactions by restricting unauthorized access to protected resources and enforcing certain user ID and password conventions, including a 60-day change interval for user passwords, a limit of 5 attempts at entering a user password correctly, and a 30-day limit on user ID inactivity.

**Online Control System**—functions under CICS, OCS controls online access to transactions based on transaction restrictions assigned at the terminal and operator/user levels.

**Terminal Control Security**—Controls online access to customer data based on identification codes assigned to institutions and its terminals. Our Information Security Support Group performs maintenance of TOP SECRET and OCS access rules and the monitoring of access activity.

**Firewall/Data Encryption Protection**—Firewall-1 is used for perimeter security. Networking also has perimeter routers with Access Control Lists to control incoming connections. Our policy requires that any sensitive data stored on a Web server be encrypted. We also require that only the absolute minimum data is stored, for the shortest period of time, and only if necessary. Confidential data is encrypted over open networks. The encryption techniques are as follows: 128bit SSL and Entrust Direct.

**Intrusion Detection System** is installed on our internal network and in its Internet infrastructure. All Internet connections are protected using Checkpoint Firewall-1.

**Entercept Host-Based Intrusion Detection** and the ISS System Scanner are installed on all Internet visible servers. Entercept Host-Based Intrusion Detection looks for and prevents system attacks and buffer overflows. ISS System Scanner validates that the system hardening procedures have been implemented and ensures the system stays in compliance by regularly scheduled scans.

Physical access is controlled by perimeter badge readers, which provide or deny access to sensitive areas (i.e., Data Center). Access badges are provided to vendors, subcontractors, and employees on as needed basis. Data Center management reviews access lists on a monthly basis.

Badges are required to be visibly displayed (worn) at all times. Non-employee badges are color coded in a manner that indicates the holder is a vendor, a subcontractor, or a temporary visitor with proper justification for access.

Identification/Access badges are required to be worn in manner in which they are visible while on company premises.

Internal processes exist to ensure that badges are confiscated and access privileges revoked upon termination of services of vendors, subcontractors, and company associates.
Question #21

Describe your ability to securely import any existing Student ACH information and pre-populate this information for refund disbursement if the participating institution has an existing ACH program.

BlackboardPay does not currently store existing student ACH information. This solution is part of our product roadmap and once available, we will provide detailed information to participating institutions and the Board of Regents.

Question #22

Describe your System Integration and Management methodology to ensure connectivity and integration of Contractor’s services to the Participating Institution’s systems. Specifications will be agreed upon during the project planning phase.

BlackboardPay uses a set of flat file transfers from each participating institutions database of record (typically the Student Information System and/or Card Management Database). We assist the institution in creating the interface and automation to allow for a seamless file transfer process. BlackboardPay has successfully enabled file extracts and exchanges with Banner, PeopleSoft and Datatel systems.

Examples of like institutions will be provided and our Implementation Manager will walk through the desired outcomes and guide institutions through the process based on individual needs and capabilities.

Question #23

Describe your ability to integrate your card options with I.D. card and/or access control systems.

BlackboardPay can be deployed as an Integrated functionality of an institution’s Campus ID Card program. We have over 120,000 integrated student IDs in the market, and our process is patent-pending. Our Integrated process allows participating schools to issue a dual magnetic strip and/or contactless credential on-campus in real-time. We are the only provider who has expertise issuing a student ID with a Discover (or open-loop) purchasing functionality. This combination creates an incredibly powerful Campus ID program that is relevant on-campus and off-campus. Integrating the functionality also provides students with immediate replacement of any card lost, or stolen for an added level of security and access.
ADDENDUM #1
RFP Addendum Form

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<td>RFP Initially Posted to Internet: 09.13.2012</td>
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The attached information, provided by the issuing State Entity, is made a part of this RFP. The purpose of this addendum is to revise the RFP as follows:

Additional time is required for posting of responses to all written questions. Accordingly, the deadline for receipt of proposals is hereby changed from October 4, 2012 at 2:00 PM to October 15, 2012 at 2:00 PM.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFP response.

Blackboard Inc.
Supplier's Name

Signature

Tess Frazier, Vice President of Contracts
Printed Name and Title

Revised 02/11/11  SPD-SPR013
ADDENDUM #2
RFP Addendum Form

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The attached information, provided by the issuing State Entity, is made a part of this RFX. The purpose of this addendum is to revise the RFX as follows:

The last sentence (above the signature line) on the cost proposal should state:
Contractor must provide their total fee structure.

Question 48 on the Mandatory requirements is now modified to state:
Insurance Certificate must be provided upon Notice of Intent to Award.

Section 1.6 is not used, the Definition of Terms is located in Section 1.7, any reference to Section 1.6 is corrected to reference section 1.7.

For Excel Row 30, Question #26 “Offeror must agree to the following and/or line 30: Offeror is a Regulated Entity as defined in the Glossary.”

Glossary is replaced with section 1.7 Definition of Terms.

The following term is added to Section 1.7 Definition of Terms:

Regulated Entity – A financial institution regulated by and agency of the United States Government or one or more of the State Governments. This includes banks, credit unions and brokerage firms.

Mandatory Scored Question # 32 is hereby amended to the following:
Contractor must submit an annual audit for compliance with USDOE regulations to the Institution. If Contractor is not the third-party processor, Contractor guarantees on behalf of its processor that audits will be made available in compliance with USDOE regulations.
Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Blackboard Inc.

Supplier's Name

[Signature]

Tess Frazier, Vice President of Contracts

Printed Name and Title
ADDENDUM #3
RFP Addendum Form

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The attached information, provided by the issuing State Entity, is made a part of this RFX. The purpose of this addendum is to revise the RFX as follows:

The Tax Compliance Form is to be completed and returned with your proposal. If you have already submitted your proposal you may email the form to mdavidson@gsu.edu by the closing date of the RFP. Please email this signed addendum with the Tax Compliance Form.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFX response.

Blackboard Inc.

Supplier's Name

[Signature]

Tess Frazier, Vice President of Contracts

Printed Name and Title
COMMENTS AND CLARIFICATIONS

Blackboard believes that the Board of Regents of the University System of Georgia understands and accepts the notion that contract terms that reflect a reasonable allocation of risk are in the best interest of both parties and that they provide for mutual incentives to further this long term engagement's success.

As is standard practice within the software industry, software manufactures use their software terms and conditions as the agreement between the parties and this is primarily because Customer's agreements often do not encompass all the necessary language around a specific software or Blackboard product and/or service.

In our experience, Blackboard has found that if there are any particular terms or conditions that Customers need to have in the agreement, it's better for both parties to add those terms and conditions to the agreement.

Blackboard understands that the Board of Regents of the University System of Georgia has certain contractual required terms and conditions and to this end Blackboard is submitting this proposal with the understanding that the parties will in good faith, negotiate the resulting contract in accordance with existing Master Terms between the Parties, dated October 7, 2002 and the Sample Agreement included in this proposal. However, the parties acknowledge and agree that the current Master Terms Agreement under negotiations between Blackboard and the Board of Regents of the University System of Georgia shall, upon its execution, supersede and replace the above referenced Master Terms and shall govern the terms and conditions outlined herein.

RFP

Section 2.1.12, Public Access to Procurement Records

Blackboard believes that the disclosure of its financial data (such as pricing) in this proposal would provide an unfair competitive advantage to its competitors. As such, Blackboard respectively requests that BOR/DATAE understand the critical nature of preserving the confidentiality of its financial data and will not allow the public to have access any financial data included in its proposal.

Section 3.1, Standard Insurance Requirements

Blackboard maintains insurance policies and conditions as required within its industry standards and believes that its current insurance policies reflect what is commercially reasonable, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions.

Section 7. Contract Terms and Conditions

To the extent that any of the terms and conditions in the State of Georgia Agency Standard Contract Attachment 1 Contract Terms and Conditions for Services are not in the existing agreement dated October 2, 2002, and if Blackboard is selected for award, Blackboard submits this proposal with the understanding that Blackboard and the Board of Regents of the University System of Georgia will expeditiously reach written mutual agreement over applicable commercially reasonable terms and conditions and that no contract will be formed between Blackboard and BOR/DATAE until such mutual written agreement is reached.
Blackboard believes that BOR/DTAE understands and accepts the notion that contract terms that reflect a reasonable allocation of risk are in the best interest of both parties and that they provide for mutual incentives to further this long term engagement’s success.

State of Georgia Agency Standard Contract, Attachment 1, Contract Terms and Conditions for Services

As is standard practice within the software industry, software manufactures including Blackboard, use their software terms and conditions as the agreement between the parties and this is primarily because Customer’s agreements often do not encompass all the necessary language around a specific software or Blackboard’s products and/or services.

In our experience, Blackboard has found that if there are any particular terms or conditions that Customers need to have in the agreement, it’s better for both parties to add those terms and conditions to the agreement.

Blackboard understands that the Board of Regents of the University System of Georgia has certain contractual required terms and conditions and to this end Blackboard is submitting this proposal with the understanding that the parties will in good faith, negotiate the resulting contract in accordance with existing Master Terms between the Parties, dated October 7, 2002 and the Sample Agreement included in this proposal. However, the parties acknowledge and agree that the current Master Terms Agreement under negotiations between Blackboard and the Board of Regents of the University System of Georgia shall, upon its execution, supersede and replace the above referenced Master Terms and shall govern the terms and conditions outlined herein.

Section A, Definitions and General Information
Page 3, Section A.3. Reporting Requirements

Currently Blackboard does not have the internal capabilities nor the bandwidth to comply, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions.

Section B. Duration of Contract
Page 3, Section B.2. Contract Renewal

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address renewal term provisions, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.

Section C. Description of Services
Page 3, Section C. 2. Product Shipment and Delivery

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address this provision, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.
Section D. Compensation

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address the payment and billing provisions outlined herein, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.

Section E. Termination

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address termination provisions and clauses as outlined herein, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.

Section F. Confidential Information

The existing Master Terms and the replacement contract under negotiations between the Parties, address confidentiality obligations and provisions as outlined herein, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.

Section G. Indemnification

The existing Master Terms and the replacement contract under negotiations between the Parties, address indemnities and infringement provisions as outlined herein, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.

Section H. Insurance

Blackboard maintains insurance policies and conditions as required within its industry standards and believes that its current insurance policies reflect what is commercially reasonable, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions.

Section I. Bonds

Pursuant to Section 3.2. Bonds and/or Letter of Credit of the RFX, Bonds are “Not applicable”.

Section J. Warranties

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address warranty commitments, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.

Section K. Product Recall

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address warranty, repair and replacement provisions as outlined herein, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.
Section L. Contract Administration

The existing Master Terms and the replacement contract currently under negotiations between the Parties, address order of precedence, governing law, assignment, and others as outlined herein, therefore, if selected for award, Blackboard respectfully requests to negotiate mutually agreeable terms and conditions in accordance with those Master Terms and the Sample Agreement attached herein.
EXHIBIT 1

Compliance Attestation Exam of the Title IV Student Financial Assistance Programs (USDOE)

September 27, 2012
VIA FIRST-CLASS MAIL

Dean Newton
General Counsel
Blackboard, Inc.
650 Massachusetts Avenue N.W. 6th Floor
Washington, DC 20001-3796

Re: BlackboardPay

Dear Mr. Newton:

You have asked us to review and provide advice to Blackboard, Inc. ("Blackboard") as to whether its BlackboardPay service (as described below, the "BBPay Service"), performs any functions currently required of institutions of higher education under the Higher Education Act ("HEA") or the associated regulations related to the disbursement of financial aid as set forth in Title 34 of the Code of Federal Regulations ("Regulations"). In connection with this review, we have examined electronically transmitted documents ("Documents"), identified as being true copies of the originals, of the following:

(a) A twelve-page document entitled "Overview of the Title IV Process" and "Title IV Glossary of Terms" describing the BBPay Service ("Overview");

(b) A flow chart detailing the process of the BBPay Service (and that of a competitor service) under the file name "Visto-Cr Ed Disbursement Flow - H1 3PS vs BBPay.pdf" ("Flow Chart");

(c) Blackboard's June 22, 2012 response letter to Senators Richard Durbin (D-IL) and Jack Reed (D-RI) and Representative Peter Welch (D-VT) which further describes the BBPay Service ("Congressional Response");

(d) An unsigned "Money Network Discover prepaid Card Cardholder Agreement" ("Cardholder Agreement"); and

(e) A sample authorization whereby a student authorizes an institution of higher education to deposit funds in an account utilized as part of the BBPay Service ("Student Authorization").

We have also incorporated information received during discussions with BBPay Service executives. We have not examined any other documents but have examined such questions of law as we have deemed necessary or appropriate. We have assumed that the BBPay Service...
encompasses only those services described in the aforementioned documents ("Activities"). We have also assumed the accuracy of these Documents, including the description of the BbPay Service included therein. In addition, you have reviewed the "Factual Discussion" section below and have confirmed its accuracy.

1. **FACTUAL DISCUSSION**

**Description of BbPay Service**

In sum, the BbPay Service provides a postsecondary education student with an option for receiving funds, in the form of a credit balance disbursement, from an institution of higher education ("Institution"). As described in the Congressional Response:

BlackboardPay is an open-loop, prepaid account that can be integrated with the student ID in order to facilitate the electronic disbursement of an institutional balance due to the student. The account is FDIC-insured and leverages the Discover Network for merchant acceptance. The core functionality of the account is powered by First Data's Money Network and provides unparalleled acceptance at surcharge-free ATMs, millions of merchants, as well as access to free online account management tools and Money Network Cheques. The funds are held by Meta Bank.

Congressional Response, at 2.

The Flow Chart describes the process that Blackboard follows in providing the BbPay Service to the students of a particular institution of higher education ("Institution"). First, the Institution determines the financial aid award due to an eligible student. This involves receiving and processing the student’s financial aid application, performing an analysis of student need, determining student eligibility for financial aid, certifying the student’s loan application when necessary and processing other documents required for the student to obtain financial aid. For those students who want to participate in the BbPay Service, the Institution will also obtain the required authorizations and a Cardholder Agreement. Once eligibility and aid level have been established and the student’s bursar account credited (the “memo entry”), the Institution draws funds from the U.S. Department of Education ("Department") on behalf of the enrolled student and is designated as holding “Federal Funds”. The Institution then deposits such funds in a bank account controlled by the Institution. Subsequently, the Institution deposits these funds in another duly noted account controlled by the Institution at Meta Bank.

The Institution next applies the funds drawn to the allowable charges incurred by the student at the Institution. To the extent the funds applied to the student’s account exceed allowable charges, a Title IV credit balance results. The Institution then disburses the credit to the student
in accordance with federal guidelines. If there is no resulting credit balance, there is nothing remaining to disburse to the student.

As part of the financial aid process described above, the institution obtains an election from the student on how to disburse the credit balance. See Student Authorization. An institution may disburse such funds in a number of ways, including through a check or an electronic transfer of the funds to an account of the student’s choosing. For a student that selects the B2Pay Service, the student elects to have the Institution transfer his or her credit balance to a Money Network account for the benefit of the student. This account is an “aggregated custodial account” established by the Institution for the benefit of all students who signed up for the program and are owed a credit balance (“Student Account”). See, e.g., Cardholder Agreement, at 2. As the student elections are managed by the Institution, the form and content of the elections vary. The sample authorization statement provides:

I AUTHORIZE [INSTITUTION] TO DELIVER ANY CREDIT BALANCE, INCLUDING BUT NOT LIMITED TO FINANCIAL AID FUNDS AND PAYROLL, ELECTRONICALLY TO THE [INSTITUTION] MONEY NETWORK ACCOUNT, WHICH IS PART OF MY [INSTITUTION] STUDENT ID CARD. I UNDERSTAND THIS ACCOUNT IS FREE TO OPEN AND GIVES ME FASTER AND MORE SECURE ACCESS TO MY FUNDS.

Sample Authorization. The Student Account is, in essence, a trust account. The Institution does not control the Student Account nor is the account activated. While the Institution will provide directory student information to MetaBank to facilitate the establishment of an account, the student is the only one who can activate the account before the account is considered an “official” account and before funds can be disbursed to the account. All funds disbursed are held by the custodian - MetaBank - and again, are controlled by the student.

This Student Account is insured by the Federal Deposit Insurance Corporation (“FDIC”), but does not bear interest. As per the Cardholder Agreement, the Institution specifically “disclaims any rights to any interest in any of the funds in your Account, and acknowledges and agrees that the funds in your Account do not constitute property of your university, but instead constitute property of the participating student on whose behalf the funds are held.”

Once the funds are electronically transferred to the Student Account, the student has full access to the funds through the student’s identification card (“ID”)1 or an alternative card the student may select, as well as on-line. Students may use either card as they would an ATM card –

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1 The ID has a bar-coded magnetic strip that stores the relevant information related to the account and permits access to the account, as in the case of a bank-issued automated teller machine (“ATM”) card.
whether at ATMs or via merchants' point-of-sale devices. Students may also write "Money Network Checks" that allow students to utilize the funds in the Student Account via check without having a traditional checking account or the related risk of overdraft. In either case, funds are drawn from the Student Account to cover withdrawals and purchases made by the student.

II. RELEVANT LAW AND DISCUSSION

The HEA and Regulations set forth a number of activities related to the student financial aid process for which an Institution has responsibility. Broadly speaking, an Institution must first assess the eligibility of the student for financial aid and the level of aid to be awarded, and must also conduct a number of activities designed to ensure the student obtains the appropriate financial aid, up to and including, disbursing the aid to the student. More specifically, in the financial aid process Institutions are responsible for:

A. Processing student financial aid applications;
B. Performing need analyses;
C. Determining student eligibility and related activities;
D. Certifying loan applications and originating Direct Loans;
E. Processing output documents for payments to students;
F. Obtaining necessary authorization and instructions from students related to delivering financial aid;
G. Receiving, disbursing, or delivering Title IV, HEA program funds, excluding lock-box processing of loan payments and normal bank electronic fund transfers;
H. Conducting activities required by Title IV, HEA consumer information service regulations;
I. Preparing and certifying requests for advance or reimbursement funding;
J. Preparing and submitting institutional eligibility and participation notices and applications;
K. Preparing a Fiscal Operations Report and Application to Participate (FISAP)
L. Calculating over awards of aid; and
M. Processing returns of Title IV HEA program funds.

Although an Institution may perform these activities with its own staff, it may also designate a third party to provide these services. See 34 C.F.R. § 668.25. Such a "third-party servicer" may perform the activities listed above (which are specified in 34 C.F.R. § 668.2) and has a direct relationship with the Department, as well as with the Institution.

The major functions of the BbPay Service are to (1) provide a financial services option/account wherein a student can direct the Institution to disburse the credit balance and (2) provide certain
other post-disbursement services that enable students to access the funds in their FDIC insured account. Neither of these services are traditionally provided by Institutions. Further, there appears to be nothing in the HEA or the Regulations that requires Institutions to provide such financial services. In fact, the explicit statement that receiving Title IV funds through "normal bank electronic transfers" makes it fairly clear that the Department did not intend to regulate such activities or require Institutions to conduct banking activities.

IV. SUMMARY ADVICE

Accordingly, subject to the foregoing discussions, it is our view that the BbPay Services undertaken by Blackboard and the various business entities involved in the BbPay Service do not encompass activities required to be performed under the HEA and the Regulations.

This letter is based upon the facts in existence and laws and regulations in effect on the date hereof and we expressly disclaim any obligation to update our advice, regardless of whether changes in such facts, laws or regulations come to our attention after the date of this letter. As such, you should affirmatively and periodically determine the applicability of the laws, Regulations and administrative guidance on which this letter rests. The advice expressed herein is based upon and limited to the HEA and the Regulations, and we express no opinion with respect to any other laws, including the laws of any other state, jurisdiction or political subdivision.

This letter is solely for the benefit of the addressees hereof. You and only you may rely on this letter. Although you may disclose this letter to third-parties, we are not acting as counsel for any other person or entity that considers this letter and have not assumed and are not assuming any responsibility to advise such other person or entity with respect to the adequacy of this letter for his, her or its purposes. No attorney-client relationship exists or has existed by reason of this letter between our firm and other person or entity that may receive this letter except for the person or entity for which we have acted as counsel in rendering this letter. This letter may not be relied upon in any manner by any other person and may not be disclosed, quoted, filed with a governmental agency or otherwise referred to without our prior written consent.

Very truly yours,

[Signature]

Donna M. Cassell
EXHIBIT 2

BlackboardPay Sample Agreement
SAMPLE AGREEMENT
BLACKBOARD PREPAID CAMPUS CARD SERVICES SCHEDULE

This Blackboard Prepaid Campus Card Services Schedule (this "Campus Card Schedule") is made as of the last date indicated below, by and between Blackboard and the Board of Regents of the University System of Georgia ("Customer") and is an addendum to the Blackboard License and Services Agreement between Blackboard and Customer (which includes, without limitation, the Blackboard Master Terms, dated October 7, 2002 and other Schedules incorporated therein). Capitalized terms used in this Campus Card Schedule that are not otherwise defined in Section 1 herein shall have the meanings set forth in the Blackboard Master Terms. In consideration of the foregoing promises, and for other good and valuable consideration, the receipt of which are hereby acknowledged, each party hereto agrees as follows:

1 ADDITIONAL DEFINITIONS.

"Applicable Law" means any federal, state or local law (including common law), statute, rule and regulation including any judicial and administrative decisions and interpretations thereof, that have been enacted, adopted, implemented, promulgated, ordered, issued, entered, or deemed applicable by or under the authority of any governmental body having jurisdiction over either Party, the Program Solutions or the Bank Services or any other program or service provided or contemplated hereunder, including those pertaining to Title IV of the Higher Education Act of 1965 (the "Title IV"), Regulations Under the Bank Secrecy Act, as amended by the Patriot Act, the Office of Foreign Asset Control, the Federal Deposit Insurance Corporation ("FDIC"), state unclaimed property laws, privacy the NACHA rules, and the Network rules.

"Blackboard Card" means any closed loop (including but not limited to magnetic strip or FeliCa) stored-value card currently offered by Blackboard which works with the Blackboard TransactTM platform or other similar platforms offered by third parties, including the closed loop account established with respect to each such Blackboard Card.

"Cardholder" means a Participating Student that holds either (i) a Companion Card; or (ii) an Integrated Card.

"Companion Card" means a Network-branded, single magnetic strip prepaid debit plastic card that can be used to access a Student Account and may be used by a Participating Student to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution).

"Company Marks" means the registered or common law trademarks, trade names, service marks, logos and designs designated by Company for branding in connection with the Program Solutions.

"Database" means the computer database operated by Program Manager on which Student Data associated with each Participating Student's participation in any Program Solution is stored and maintained.

"Enrollment Data" means the information of each individual student used by Program Manager (on behalf of the Bank) to set up each student as a Participating Student on the Database, including, as applicable with respect to Program I and Program II and as set forth in Exhibit A and Exhibit B, respectively, legal name, physical address, social security number (or government issued identification number), date of birth and such other information types as required by Program Manager and Bank from time to time with respect to each Program type.

"Enrollment Kit" means a kit provided by Program Manager or Bank to Blackboard to be delivered by Blackboard to Customer, for provision to Participating Students, consisting of any or all of the following, as applicable: (i) a Companion Card; (ii) an Integrated Card; (iii) Money Network Checks; (iv) the Terms and Conditions; and (v) other applicable Program Solutions information or materials as determined by Program Manager.

"Integrated Card" means a Network-branded open loop and closed-loop prepaid debit plastic card, with or without a photographic image of a Participating Student imprinted on such card, that can be used by such Participating Student (i) to access his/her Student Account; (ii) to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution), (iii) to access the identification and security card for purposes of gaining access to the campus and facilities of the Customer at which such student is enrolled, and (iv) if applicable, to access the closed loop account currently provided and established in connection with the Blackboard Card.

"Money Network Check" means the check product available through the Program Solutions that provides a Participating Student the ability to write a check to a payee, the amount of which is deducted from the Student Account balance.

"NACHA Rules" means the operating rules and guidelines of the National Automated Clearing House Association.

"Networks" means any of Discover, American Express, MasterCard and any other automated clearing machine, debit or point of sale networks or regional processors in which Bank is a member or participant, the symbols or logos of which are imprinted on the back of each of the Companion Card and the Integrated Card from time to time as determined by Program Manager and Bank, in their sole discretion.

"Participating Student" means each individual student that is enrolled with Customer that is set up in a Program Solution with a Student Account.

"Program I" means the prepaid card program profile and services description set forth on Exhibit A attached hereto.

"Program II" means the prepaid card program profile and services description set forth on Exhibit B attached hereto.

"Program Manager" means Money Network Financial, LLC, a Delaware limited liability company or such successor company as may be designated by Blackboard.

"Program Marks" means the registered and common law trademarks, trade names, service marks, logos and designs of Bank and Program Manager or its agents and subcontractors, which may be used by Bank in connection with the Program Solutions, as identified by Program Manager in writing from time to time.

"Program Solutions" means Programs I and Programs II.

"Schedule Effective Date" means the date this Campus Card Schedule is signed on behalf of Blackboard.

"Student Account" means an account directly or indirectly established with Bank by Customer or, on behalf of a Participating Student under each of the Program Solutions to which electronic fund transfers of the Participating Student's federal or state student aid, wages, salaries,ACH transfers, or other monetary benefits, as the case may be, are made and which may be accessed by such Participating Student via the Companion Card, the Integrated Card, Money Network Checks and other methods as described in the Terms and Conditions; provided, however, that the term "Student Account" shall not include the closed loop account established in connection with the Blackboard Card.

"Student Data" means any information provided by or relating to a Participating Student, resulting from a transaction using a Student Account, or otherwise obtained in connection with the Program Solutions, including the record of Student Account transactions corresponding to each Participating Student, the Student Account balance and any other related information or data specific to each Participating Student under each of the Program Solutions.

"Terms and Conditions" means Bank's terms and conditions for each Participating Student's use of a Student Account, including the Companion Card, Integrated Card, and Money Network Checks, and other required disclosures (including a fee schedule and Bank's privacy policy).

2 BLACKBOARD RESPONSIBILITIES.

2.1 Facilitation. Blackboard shall act contractually as the point of contact for Customer and facilitate the offering of the Program Solutions by Bank through Program Manager to Customer. Customer who elect to receive electronic disbursements through the Program Solutions (the "Services").

2.2 Blackboard shall cause Program Manager to (i) provide designated employees of Customer with access to certain portions of Program Manager's systems via a Web browser over the Internet or other direct connection solely for Customer's own use in connection with supporting the Program Solutions and fulfilling Customer's obligations under this Agreement; and (ii) issue user names and passwords to the employees of Customer, each of which employee shall be designated in writing by Customer, as reasonably required by Customer to support the Program Solutions and fulfill its obligations hereunder, and Customer shall use, and shall cause each receiving employee to use, the user names and passwords provided by Program Manager in accordance with the systems security guidelines, requirements, procedures and policies provided by Program Manager from time to time.

2.3 Training.
SAMPLE AGREEMENT

Blackboard will provide eight (8) hours of webex training to Customer to assist Customer with setting up the Program Solutions for its end-users. Such training may include the following subjects: interfacing with the Program Manager to transfer data; reporting; marketing; and card issuance. In-person training may be substituted for webex training at Customer's request but only during the implementation process. If the Client and Blackboard agree that further training is required, Blackboard will provide such training over webex or in-person if Customer pays Blackboard’s reasonable travel costs. Additional training may be purchased from Blackboard pursuant to a separate statement of work at Blackboard's then-prevailing rates.

3

CUSTOMER RESPONSIBILITIES.

3.1

Scam-Free. Customer shall be responsible for: (i) developing and personalizing the Integrated Cards in accordance with any specifications provided by Blackboard, if applicable, Program Manager and Bank; (ii) except where Program Manager or Bank seed directly to Participants distributed Money Network checks, the Companion Card or the Integrated Card to Participants distributed Money Network checks, the Companion Card or the Integrated Card to Participants distributed Money Network checks, the Companion Card or the Integrated Card to Participants distributed Money Network checks; (iii) provide Program Manager with the Enrollment Data and participation requests for the Integrated Cards via the interface to be established and maintained pursuant to Section 3.2.; and (iv) obtaining and storing an indication of the Participants’ consent to participate in the Program Solutions.

Without limiting the foregoing, Customer will ensure that it establishes each Participating Student as a Cardholder in accordance with this Schedule and the Terms and Conditions. Customer represents and warrants that each Participating Student included in the Enrollment Data has affirmatively consented to the enrollment in the Program Solutions and Program Manager and Bank have been provided with all consents and authorizations under and in accordance with Applicable Law for the Participants to participate in the Program Solutions. Customer agrees to promptly provide all documentation and records related to the setup of Cardholders and participation of Cardholders in the Program Solutions to Blackboard, Program Manager and/or Bank upon request. Customer agrees to provide such information to any regulatory authority having jurisdiction over the Program Manager or Bank. In the event Program Manager is required to deliver any replacement cards directly to any Participating Student and such Participating Student does not pay for the replacement card, Customer shall reimburse Program Manager for the costs in connection with the shipping and delivery of any such cards.

3.2

Interface. Customer will be responsible for establishing, maintaining and/or accessing, as appropriate, an interface and connectivity with Program Manager’s systems in connection with the implementation and operation of the Program Solutions as further described herein, including but not limited to a bill of materials (BOM) and shall work with Customer and Blackboard to establish and maintain such interfaces in accordance with such specifications. Customer will comply with Program Manager’s specifications and Program Manager’s system security standards and the submission to Program Manager by Customer or any Participating Student of certain information required for purposes of card activation, which may include with respect to Participating Students the following: (i) name; (ii) date of birth; (iii) mailing address; and (iv) Social Security number.

3.3

Materials Required under Applicable Law. Prior to the set up of any Participating Student to participate in the Program Solutions, Customer will do the following: (i) provide each Participating Student with a copy of the Enrollment Kit; and (ii) provide each Participating Student any and all notices required under Applicable Law. Customer will provide Cardholders with any other information and materials regarding the Program Solutions provided by Bank or Program Manager from time to time that is necessary for Bank or Program Manager to comply with Applicable Law. To the extent necessary to comply with Applicable Law, Customer will provide Blackboard with the location of the Automatic Teller Machines (ATMs) if, any, that will need to be deployed within ninety (90) days of the Effective Date.

3.4

Customer Compliance. Customer acknowledges and agrees that:

(a) Customer shall not use the Program Marks or names, trademarks, service marks or other identifiers of Program Manager or any of its affiliates or partners (including Discover) in connection with such marketing and publicity efforts other than with respect to the Program Solutions or Money Network;

(b) the Program Solutions as offered by Customer shall not be the sole and exclusive manner for receipt by its students of federal and state student aid, but rather, Customer shall offer at least one alternative delivery method for those students that do not wish to receive federal or state aid via Program Solutions;

(c) Customer shall follow any specific procedures required by Program Manager from time to time, including the terms contained in this Campus Card Schedule;

(d) Customer shall not charge Participating Students fees for participation in the Program Solutions, notwithstanding the foregoing, Customer may charge Participating Students for replacement cards and;

(e) Customer shall not make any representation, warranty or covenant to any Participating Student regarding the Program Solutions or any other products or services of Program Manager or any of its affiliates which are inconsistent with the Program Solutions or the terms of this Campus Card Schedule.

(f) Customer will comply with Applicable Law.

3.5

Reimbursement of Customization Costs. In the event of any customization requests from Customer with respect to any Program Solution, Blackboard and Customer will complete a statement of work (SOW) for which Customer will pay to Blackboard all fees associated therewith.

3.6

Data Files and Funding Information. Customer shall submit data files and fund the requisite accounts with good and immediately available funds in accordance with the provisions and timeframes set forth in Exhibit A of Exhibit B hereto, as applicable. Customer acknowledges and agrees that all data submitted to Program Manager must be accurate, complete and correct. Customer shall be solely responsible for any errors in such data files or funding.

3.7

Identity Verification. Prior to setup of any Participating Student on the Database and distribution of a Companion Card or Integrated Card to such Participating Student, Customer will (i) inspect identification documents that meet the requirements of Applicable Law and the Program Solutions to verify such Participating Student's identity ("Identity Verification Documents"); and (ii) obtain from and, applicable, provide to such Participating Student any and all information required by Applicable Law. Customer agrees that Bank or Program Manager (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Participating Student to verify the identity of any Participating Student set up on the Database or participating in the Program Solutions. Customer also covenants to Blackboard, Program Manager and Bank that, with respect to each Cardholder, that it will make and preserve (during the period required by law or requested by Program Manager or Bank) either of the following: (i) at least one (1) copy of all Identity Verification Documents; or (ii) a description of the Identity Verification Documents that were relied on by the Customer noting the type of document, any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. Customer agrees to retain such documentation during the time that such Participating Student is a Cardholder until the earlier of (i) five years from termination of enrollment of such Participating Student or (ii) five years from termination of such Participating Student's card account.

3.8

Documentation and Confidentiality. Customer is subject to Applicable Law, Customer will provide Program Manager and Bank with all information and documents related to the Program Solutions in its control or possession requested by or on behalf of Program Manager or Bank that are necessary or proper in the reasonable discretion of Program Manager or Bank for Program Manager or Bank to comply with Applicable Law.

3.9

Agile. Customer agrees that upon prior notice from Blackboard, Program Manager or Bank, Blackboard, Program Manager or Bank and any regulatory authorities which have jurisdiction over Blackboard, Program Manager or Bank shall have the right to audit and inspect Customer's books and records related to the Program Solutions and Customer's performance of its obligations with respect thereto, including the following: (i) Customer's records pertaining to the setup of Participating Students and participation of Cardholders in the Program Solutions; and (ii) the Identity Verification Documents.

3.10

Personal Information. Customer will treat all Cardholder information, including Student Data, whether provided or made available to it by Blackboard, Program Manager or Bank (or their respective agents and subcontractors) as Confidential Information.

BLACKBOARD CONFIDENTIAL AND PROPRIETARY
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SAMPLE AGREEMENT

3.11 Card Security. Customer will be responsible for the safekeeping of the inventory of Integrated Cards and Companion Cards received by Customer and for any theft or misappropriation of any such Integrated Cards and Companion Cards prior to a valid and authorized issuance and distribution of such Integrated Cards and Companion Cards to a Participating Student.

3.12 Loss Protection and Security. To the extent Customer receives Enrollment Kits hereunder, Customer will be responsible for the safekeeping such Enrollment Kits and Money Network Checks of Customer, as the case may be, and shall be liable for any loss, theft (including identity theft), destruction, fraudulent use, misuse or misappropriation of undistributed or distributed Companion Cards, Integrated Cards and Money Network Checks, as applicable, including any personal identification numbers received by or held by Customer prior to a valid and authorized issuance and distribution of such Companion Cards, Integrated Cards and Money Network Checks to a Participating Student.

3.13 Compliance with Law. As between Customer and Blackboard, Program Manager or Bank, Customer shall be solely responsible for compliance with all Applicable Laws governing, applicable to or otherwise affecting Customer.

3.14 Company Marks. Company grants to Blackboard, Program Manager, Bank and any third party service provider designated by Program Manager a limited, non-exclusive, royalty-free, non-assignable, non-transferable right and license, in the Designated Jurisdictions, to use the Company Marks as Company expressly authorizes, solely in connection with the Program Solutions and in the form and manner (including appropriate legends) prescribed by Company from time to time and subject to, if applicable, any Company sublicense to use or sublicense Company Marks.

3.15 Marketing Efforts. Blackboard will create a customized electronic marketing toolkit for the institution. The toolkit may include ready-to-print templates for flyers, flyers and ATM signs, including templates for electronic communications such as email. Blackboard will promote a monthly agreed upon quantity of posters and two ATM sign per ATM deployed on-campus. Customer shall produce and distribute all other marketing materials. Program materials (i.e., the Welcome Kit) will also be provided by Blackboard at no cost. Further design and production services are available upon request for an additional fee.

4 FEES.

In consideration for the provision of the Services, Customer shall, pay to Blackboard: (i) the fees set forth in the Pricing Summary attached hereto as Exhibit C with respect to the particular Program Solution provided under this Campus Card Schedule; as well as (ii) any other fees otherwise required by this Campus Card Schedule (for additional services, such as development or integration services). In the event that Customer requests additional services (such as custom cards), applicable fees shall be due and payable from and after the month during which such additional services are first made available. All fees payable under this Campus Card Schedule shall be non-cancelable and non-refundable.

5 TERM AND TERMINATION.

5.1 Term. This Campus Card Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of five (5) years (the "Initial Term"). Thereafter, this Campus Card Schedule shall renew automatically upon the expiration of each twelve (12) month period following the Schedule Effective Date for successive one (1) year periods (each, a "Renewal Term") at Blackboard’s then-current pricing unless the Customer or the other party hereto provides notice of its desire not to renew more than thirty (30) days prior to the end of the first Renewal Term or the then-current Renewal Term, as applicable. Upon termination of this Campus Card Schedule, all licenses granted under this Campus Card Schedule shall immediately cease, and Customer will: (i) immediately discontinue offering or promoting the Program Solutions, (ii) pay to Blackboard all amounts due and payable under this Campus Card Schedule, (iii) return all Confidential Information and related training materials to Blackboard within a reasonable time at Customer’s cost; (iv) promptly replace any Integrated Cards with other forms of student identification.

5.2 Termination.

(a) Blackboard may terminate this Campus Card Schedule immediately upon notice to Customer if (i) Customer materially breaches this Campus Card Schedule or violates the intellectual property rights of Blackboard, Program Manager or Bank or (b) Blackboard’s agreement with the Program Manager or one or more of the Networks is terminated. No refunds shall be given to Customer if Customer terminates this Campus Card Schedule or Customer’s actions or inactions result in a Termination by Blackboard of any applicable fees, then Blackboard shall provide Customer with sixty (60) days notice to cure such breach, and if such issue cannot be resolved with Customer in a manner reasonably acceptable to Program Manager or Bank, then Blackboard, Program Manager or Bank may immediately terminate Customer. Notwithstanding the foregoing or anything to the contrary elsewhere in this Campus Card Schedule, in the event that Blackboard, Program Manager or Bank reasonably believes that continued performance with respect to Customer will result in Blackboard, Program Manager or Bank being in violation of any Applicable Law or the parties’ interests, then Blackboard, Program Manager and Bank shall have the right to suspend performance with respect to Customer until the issues are resolved by Program Manager, Bank, Blackboard and Customer to the reasonable satisfaction of Blackboard, Bank and Program Manager.

(b) Termination of this Schedule shall not impact previously distributed Integrated or Companion Cards.

5.3 Survival. The following sections shall survive the expiration or termination of this Campus Card Schedule:

Section 3.6 (Documentation and Confidentiality),
Section 3.10 (Personal Information),
Section 4.8 (Survival) and Section 6.2 (Additional Liabilities).

6 THIRD PARTY BENEFICIARY, ADDITIONAL LIABILITY PROVISIONS.

6.1 Third Party Beneficiary. Program Manager and Bank shall be third party beneficiaries of this Campus Card Schedule for enforcement purposes only. The avoidance of doubt, Program Manager and Bank shall not be third party beneficiaries of the Blackboard Master Terms except as expressly set forth in Section 6.2 hereof.

6.2 Additional Terms. Program Manager, Bank and their respective affiliates, officers, directors, employees, agents or subcontractors are expressly intended to benefit from Sections 7.1, 7.2, and 8.3 of the Blackboard Master Terms. Customer agrees that its sole remedy for claims of any type or nature with respect to this Campus Card Schedule and the Program Solutions provided hereunder shall be against Blackboard and not against any of its agents or subcontractors, Program Manager or Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date last written below.

BLACKBOARD

Signature

TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Date:

CUSTOMER: SAMPLE

Signature

Print Name and Title

Date:

BLACKBOARD CONFIDENTIAL AND PROPRIETARY

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SAMPLE AGREEMENT

EXHIBIT A – Program I - RELOADABLE ACCOUNTS

General Product Description
The Money Network Institutional Disbursement Solution enables students to receive, access and manage funds (such funds are referred to herein as "Institutional Funds Disbursements" or "IFD"") on a Discover branded prepaid debit card. Each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network Discover Prepaid Debit Card. The card can be used wherever Discover debit cards are accepted. This includes free ATM withdrawals at participating locations.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

Except as otherwise described below, Program I and Program II have similar product features and functionalities. The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Company by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program I Description

1. General. Program I is a reloadable IFD funds and general funds disbursement application that permits a student to access, manage and use IFD funds loaded on a prepaid card by an institution that can also be reloaded with funds from external sources, including employment wages.

2. Identification Requirements. All personal information (including social security number) required by Program Manager or the issuing bank must be submitted, received and verified by Program Manager before a student is enrolled in Program I. Upon successful completion of Program Manager’s verification process of a student’s personal information, the student will be enrolled in Program I, and the card issued to each student will contain all of the features and functionalities, including reload and funds transfer transactions, issued by Program Manager and as listed below. In addition, Program Manager’s verification process of students’ personal information, each University is required to collect and retain the social security number of each student who wants to participate in Program I.

Cardholder Features and Functionalities.
- Accessible website with transaction history, card balances, funds transfer to other bank
- IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- Campus accessible surcharge free ATM machines
- Money Network Check cashing without surcharge at participating retailers
- Surcharge free mobile phone text message and email balance notifications
- Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- FDIC insured account

EXHIBIT B – Program II – NON-RELOADABLE ACCOUNTS

General Product Description
The Money Network Institutional Disbursement Solution enables college students to receive access and manage Institutional Funds Disbursements on a Discover branded prepaid debit card. Each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network Discover Prepaid Debit Card. The card can be used wherever Discover debit cards are accepted. This includes free ATM withdrawals at participating locations.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

Except as otherwise described below, Program I and Program II have similar product features and functionalities. The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Company by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program II Description

1. General. Program II is a non-reloadable (except as described below) funds disbursement application that permits a student to access, manage and use IFD funds loaded by a University on a prepaid card, but the student will be unable to use the card for reload transactions using non-IFD funds.

2. Reload Limitations. Program II is limited to IFD funds that are transmitted by a University on behalf of a student to a prepaid card. Program II does not permit a student to fund or reload the card with non-IFD funds regardless of the source and purpose of such funds. Initial funding and reload transactions are restricted to only IFD funds from a University.

3. Identification Requirements. Program Manager’s verification is more limited in scope than required under Program I. However, each University is required to obtain and retain for each student who wants to participate in Program II such student’s social security number or, if such student does not have a social security number, Alternative ID Evidence.

Cardholder Features and Functionalities.
- Accessible website with transaction history, card balances, funds transfer to other bank
- IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- Campus accessible surcharge free ATM machines
- Money Network Check cashing without surcharge at participating retailers
- Surcharge free mobile phone text message and email balance notifications
- Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- FDIC insured account

EXHIBIT C

Pricing Summary
Except for any fees associated with training or associated travel, no fees will be charged by Blackboard for access to the Program Solutions during the Initial Term of this Agreement. For any renewal term, Blackboard’s then prevailing rates shall apply.

Notwithstanding the foregoing, in the event that Customer fails to fund prepaid cards in Program I or Program II within one (1) year of the Effective Date of this Schedule with student financial aid funds, Customer will pay a set-up fee to Blackboard in the amount of ten thousand dollars ($10,000), which fee will be payable within fifteen (15) days of each one year anniversary.

BLACKBOARD CONFIDENTIAL AND PROPRIETARY
CSP (100312)
State of Georgia  
State Entity: Board of Regents of the University System of Georgia  
Request for Proposals ("RFP")  
Event Name: Disbursement of funds to non-banked students and employees  
RFP (Event) Number: 98000-BORSFDFY13

1. Introduction

1.1. Purpose of Procurement
Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this Request for Proposals ("RFP") is being issued by the Board of Regents of the University System of Georgia (BOR) and the Department of Technical and Adult Education (DTAE). BOR and DTAE are jointly requesting proposals for a contractor to provide the service of distributing monies to students using payment Cards, ACH transactions or paper Checks, along with associated administration, marketing, and participant communications, for their state–supported technical colleges, colleges and universities (the Institutions). At the option of the Offeror, these same services may also be proposed for Employee payroll and other miscellaneous reimbursements.

Currently, there are 35 colleges and universities within the Board of Regents of the University System of Georgia and 34 technical colleges within the Department of Technical and Adult Education. Many of these institutions have branch campuses located throughout the State of Georgia.

The distribution method will be determined by the Student receiving the funds. The objective of this procurement is to obtain the services of qualified firms to distribute funds to students of the Participating Institutions. The funds may include financial aid, and other disbursements and reimbursements due the Students. Proposer may elect to offer this service to employees of the Institutions. Institutions already under contract may elect to remain with their existing Contractor or to use the contract resulting from this RFP. The use of these contracts is at the option of the individual Institutions.

1.2. RFP Certification
Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this RFP.

1.3. Overview of the RFP Process
The objective of the RFP is to select qualified suppliers to provide the goods and/or services outlined in this RFP to the State Entity. This RFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity will make a multiple award; however, please refer to Section 6.7 "Selection and Award" of this RFP for information concerning the State Entity's actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events
The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>09/13/12</td>
<td>See GPR</td>
</tr>
<tr>
<td>Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.</td>
<td>09/24/12</td>
<td>5:00 p.m. ET</td>
</tr>
<tr>
<td>Responses to Written Questions</td>
<td>09/25/12</td>
<td>5:00 p.m. ET</td>
</tr>
<tr>
<td>Proposals Due/Close Date and Time</td>
<td>10/04/12</td>
<td>2:00 p.m. ET</td>
</tr>
<tr>
<td>Proposal Evaluation Completed (on or about)</td>
<td>TBD</td>
<td>N/A</td>
</tr>
<tr>
<td>Negotiations Invitation Issued (emailed) (on or about); discretionary process</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Negotiations with Identified suppliers (on or about); discretionary process</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Final Evaluation (on or about)</td>
<td>TBD</td>
<td>N/A</td>
</tr>
<tr>
<td>Finalize Contract Terms</td>
<td>TBD</td>
<td>N/A</td>
</tr>
<tr>
<td>Notice of Intent to Award* [NOIA] (on or about)</td>
<td>TBD</td>
<td>N/A</td>
</tr>
<tr>
<td>Notice of Award [NOA] (on or about)</td>
<td>10 calendar days after NOIA</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*In the event the estimated value of the contract is less than $100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. **Official Issuing Officer (Buyer)**
Michael Davidson
mdavidson@gsu.edu

1.6.

1.7. **Definition of Terms**
Please review the following terms:
Supplier(s) – companies desiring to do business with the State of Georgia.
State Entity – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this RFP.
BOR – Board of Regents
DOAS – Department of Administrative Services
USG – University System of Georgia
Any special terms or words which are not identified in this State Entity RFP Document may be identified separately in one or more attachments to the RFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this RFP.

1.8. **Contract Term**
The initial term of the contract(s) is for one (1) calendar year from the execution date of the contract. The State Entity shall have four (4) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded supplier, extend the contract for
such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

2. Instructions to Offerors

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System
DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login

2.1.2. Restrictions on Communicating with Staff
From the issue date of this RFP until the final award is announced, Offerors are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this RFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the proposal of any Offeror violating this provision.

2.1.3. Submitting Questions
All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this RFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name
Question #1 Question, Citation of relevant section of the RFP
Question #2 Question, Citation of relevant section of the RFP

2.1.4. Attending Bidders/Offerors' Conference
N/A

2.1.5. State's Right to Request Additional Information – Supplier's Responsibility
Prior to contract award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity
to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions
Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this RFP.

2.1.7. Rejection of Proposals; State's Right to Waive Immaterial Deviation
The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses that do not contain all elements and information requested in this RFP. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.8. State's Right to Amend and/or Cancel the RFP
The State Entity reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda to the Georgia Procurement Registry. EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE. ALL SUPPLIERS ARE ENCOURAGED TO FREQUENTLY CHECK THE GPR FOR ADDITIONAL INFORMATION. Finally, the State Entity reserves the right to cancel this RFP at any time.

2.1.9. Protest Process
Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the Georgia Procurement Manual.

2.1.10. Costs for Preparing Proposals
Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines
The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerers' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records
Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public
announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State Entity's posting of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted as part of the supplier's response shall not be subject to public disclosure. The State Entity is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.13. Registered Lobbyists
By submitting a response to this RFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Procurement Manual.

2.2. Submittal Instructions
Listed below are key action items related to this RFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

2.2.1. RFP Released
The release of this RFP is formally communicated through the posting of this RFP on the Georgia Procurement Registry, which is accessible online as follows:
http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

2.2.2. RFP Review
The RFP consists of the following:
1. This document, entitled "The State Entity RFP Document", and
2. Any and all documents provided by the State Entity as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Preparing a Response
When preparing a response, the supplier must consider the following instructions:
1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all files using the corresponding section numbers of the RFP or any other logical name so that the State Entity can easily organize and navigate the supplier's response.

2.2.4. Packaging the Response
The supplier's proposal, in response to this RFP, must be divided into two (2) appropriately labeled and sealed packages - a Technical Proposal and a Cost Proposal.
The contents of each package will include:

1. Technical Proposal
   - Signed Certificate of Non-Collusion
   - Supplier's General Information Worksheet
   - Tax Compliance Form (download through link available in Supplier's General Information Worksheet)
   - Technical Proposal (including all worksheets and required attachments); and
   - Contract Exceptions (if any).

   **DO NOT INCLUDE ANY COST INFORMATION IN YOUR TECHNICAL SUBMISSION.**

2. Cost Proposal
   - The supplier must use the Cost Proposal form attached to this RFP

2.2.5. **Hard Copy Required**
   Supplier must provide the following number of copies:
   
   1. Technical Proposal:
      - Three (3) hard copies, with one (1) marked "Original" with original signatures.
   2. Cost Proposal:
      - Three (3) hard copies, with one (1) marked "Original" with original signatures.

2.2.6. **Electronic Copies**
   - One electronic copy of the Technical and Cost proposal on separate discs.

2.2.7. **Submitting the Response**
   Mark the outside of shipping package as follows:

   Name of Company
   Point of Contact for Company and Phone Number
   RFP# 99000-BORSFDFY13

The supplier's complete response must be received on or before the due date and time at the following location:

Georgia State University
Purchasing Department
Attn: Michael Davidson
One Park Place South Suite 901
Atlanta, GA 30303

All proposals will be time stamped by the State Entity upon receipt. Proposals received after the due date and time will not be evaluated.
3. General Business Requirements
This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Standard Insurance Requirements
If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
   - Bodily injury by accident - per employee $100,000;
   - Bodily injury by disease - per employee $100,000;
   - Bodily injury by disease - policy limit $500,000.

2) Commercial General Liability Policy with the following minimum coverage:
   - Each Occurrence Limit $1,000,000
   - Personal & Advertising Injury Limit $1,000,000
   - General Aggregate Limit $2,000,000
   - Products/Completed Ops. Aggregate Limit $2,000,000

3) Automobile Liability
   - Combined Single Limit $1,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.
3.2. Bonds and/or Letter of Credit

Not applicable

4. RFP Proposal Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete and return the Worksheets titled "Supplier General Information", "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet" and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all of the worksheets. In the event all four worksheets are not available as downloadable forms to this RFP, please confirm with the Issuing Officer that all four worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. All requested forms and documents must be submitted as part of the supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this RFP will be considered the supplier's technical proposal.

The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this RFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

<table>
<thead>
<tr>
<th>Disbursement service shall be available to all students regardless of financial or credit history, and without paper signature required.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The vendor must make all disbursements in accordance with all USDOE Title IV disbursement requirements.</td>
</tr>
<tr>
<td>The Student shall pay no fees for utilizing contractor provided ATMs</td>
</tr>
<tr>
<td>All banking accounts resulting from this agreement must be federally insured.</td>
</tr>
<tr>
<td>There shall be no minimum account balance fees.</td>
</tr>
<tr>
<td>Offeror must agree to the following: Offeror is a Regulated Entity as defined in the Glossary, and/or, if Offeror is selected as the Contractor, the Offeror shall purchase and maintain Employee Dishonesty insurance coverage in an amount specified by each Participating Institution. The amount will range from $15,000,000.00 for larger institutions down to $500,000 for some smaller institutions. Each Participating Institution shall be named insured under such policy for the coverage specified by the institution.</td>
</tr>
<tr>
<td>The Contractor shall provide the Institution receivable offices detailed and summary reports on fund transmissions from the Institution to individual accounts as often as deposits are made. These reports shall be available online and in real-time following deposit to the account.</td>
</tr>
<tr>
<td>Contractor must submit an annual audit for compliance with USDOE regulations to the Institution.</td>
</tr>
<tr>
<td>Contractor will indemnify and hold harmless the State of Georgia, BOR, DTAE and Participating Institution from and against any claim, loss, damage, fee, fine or expense suffered or incurred by Participating Institution as a result of Contractor's failure to comply in any manner with USDOE rules and regulations.</td>
</tr>
<tr>
<td>The contractor must provide toll-free help desk support for students with a dedicated line for administrators</td>
</tr>
<tr>
<td>Must offer a dedicated relationship manager that acts as a single point of contact for Institution administrators</td>
</tr>
<tr>
<td>Must provide an administrative support website associated with the program. Describe features and functionality available to the Institution.</td>
</tr>
</tbody>
</table>
All fees must not increase for the life of the contract.

Contractor will accept funds via wire transfer from the Institution without fee to Student or the Institution.

Contractor accepts responsibility related to the fraudulent use of the Card by persons other than Cardholder.

The Contractor must be able to obtain and securely maintain Student account and/or bank information if needed for the Disbursement Method.

Contractor will provide monthly online statements to Students that satisfy The Federal Reserve Board Regulation E requirements.

Contractor must provide training to the administration, which includes fundamentals of the program and online reporting.

The Contractor shall contract with an independent auditor acceptable to the BOR and DTAE, as appropriate, to complete a SAS–70 financial control audit report that will be submitted to the Participating Institution annually. The SAS–70 financial control audit report should be accompanied by a corrective action plan for any issues identified in the report. Copies of the report and corrective action plan shall be submitted to the person at each participating Institution designated by the institutional disbursement services program coordinator.

Contractor agrees they will not market credit cards to students.

Contractor and each Participating Institution will jointly approve any marketing materials related to program services at such Participating Institution.

Contractor will store and use institution-provided consumer data, including personal Student information, in compliance with all government rules, regulations, and acts, including, but not limited to, FERPA, PCI, and the Gramm-Leach-Bliley Act.

Insurance Certificate must be included with proposal.

Fees and related cost must not be included in the technical proposal.

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Describe your funding process related to receiving funds from the University.

Describe in detail your options for disbursing the funds to the Student. Your response should include timeline for availability of student funds, handling of exceptions, errors, and returns.

Describe the process that a student may use to select, update, and/or delete their preferred disbursement option.

Describe in detail student options for accessing funds. If applicable, include number and locations of fee-free ATMs, number and location of branch banks, and alternate options for fund access. Include any transaction limitations and daily limits.

Contractor shall describe their process for disbursing Parent PLUS loan refunds.

Customer Support

Contractor will provide customer service access to the Participating Institution for disbursement tracking. Offeror will describe the tracking abilities offered.
Describe your process for handling lost or stolen cards or checks. A disbursement Cardholder shall be protected from all liability for unauthorized use of Card with timely notification by Cardholder to Contractor.

Describe your customer service access options for students. This may include secured access to personal account information, transaction history, disbursement history, current activity, and any notifications. Include options for multi-lingual access to its customer services, as well as access to hearing and visually impaired callers.

Describe financial literacy programs or services you offer.

**Reporting**

Describe Vendor online reports and include screen shots or demonstration on reports. The Institution requires that administrators have access to real-time reports online. Reports must include the following functionality: an audit trail for refund payments including full details on recipients, amounts, delivery method and status, (if applicable) any clearing account statements showing funds transfers made for the refund delivery process, activation and preferences report on student choices, stale-checks and timed-out payments and detailed carding reports.

**Marketing**

Describe in detail your marketing program, including communication methods and frequency.

**Administration**

Describe your implementation process including timeline.

Describe your quality assurance program for all aspects of your product and service delivery.

Describe your business processes to ensure the successful and timely transmission, receipt and processing of all interfaces.

Describe in detail your disaster recovery system protocols and timeframes.

**Information Technology**

Describe your company’s project management plan for implementation and future enhancements.

Describe any data transfer, software, and hardware requirements of the institution. Include information pertaining to file formats and transmission security.

Describe how web services are incorporated into your solution.

Provide an example of your service level agreements.

Describe your privacy and security standards related to all aspects of your solution.

Describe your ability to securely import any existing Student ACH information and pre-populate this information for refund disbursement if the participating institution has an existing ACH program.

Describe your System Integration and Management methodology to ensure connectivity and integration of Contractor’s services to the Participating Institution’s systems. Specifications will be agreed upon during the project planning phase.

Describe your ability to integrate your card options with I.D. card and/or access control systems.
Contractor must have a minimum of two years experience in providing disbursements to students in higher education

Must list five Colleges or Universities you have provided disbursements for during the past two years

All forms requiring signature have been completed and signed

Must provide contacts for any contracts that have not been renewed during the past two years.

4.1.1 Audit
Describe in detail your company’s audit program. Include compliance with service level agreements, privacy and security, fraud and abuse, Statement of Audit Standards compliance and compliance with all applicable laws and regulations.

- Privacy and Security
- Fraud and abuse
- Statement of Audit Standards (SAS-70)
  - http://www.sas70.com/about.htm#about%2010
- FERPA
  - http://www.aacrao.org/compliance/ferpa/
- US Department of Commerce FIPS
- Graham-Leach-Bliley Act
- Compliance Attestation Exam of the Title IV Student Financial Assistance Programs (USDOE)

4.2. Supplier General Information
Each supplier must complete all of the requested information in the attached file entitled Supplier's General Information Worksheet.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Mandatory Requirements
As specified with each requirement listed in the Mandatory Response Worksheet, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarly, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. Mandatory Scored Response
As specified with each requirement listed in the Mandatory Scored Response Worksheet, the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual
requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this RFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Additional Scored Responses
Section Not Used

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.6. Additional Information
Please access and review all of the attachments provided by the State Entity with this RFP to ensure you have responded to all requests for information.

5. Cost Proposal

5.1. Cost Proposal
Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award”. By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the supplier’s unit price and extended price, the unit price shall govern; and
4. All costs borne by the institution are to be firm through the initial year of the contract. Thereafter, upon mutual consent and 90 days written notice, costs may increase annually. Costs may decrease at any time.

5.2. Cost Structure and Additional Instructions
The State Entity’s intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier’s proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., $7.90 should be entered as 7.90)Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

6. Proposal Evaluation, Negotiations and Award
All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria” of this RFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity’s contract. The State Entity will announce the results of the RFP as described further in 6.9 “Public Award Announcement” of this RFP.

6.1. Administrative/Preliminary Review
First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:
1. Proposal was received by deadline
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)
If the supplier’s proposal passes the Administrative/Preliminary Review, the supplier’s responses to Section 4 “RFP Proposal Factors” will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory & Mandatory Scored Questions
The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to both “Mandatory” and “Mandatory Scored” Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored RFP requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the “Mandatory” and “Mandatory Scored” Questions are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 6.4 “Scoring Criteria” of this RFP.

6.2.2. Review of Additional Scored Information Questions
For all proposals determined to be “Responsive Proposals”, the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in Section 6.4 “Scoring Criteria” of this RFP.

The supplier will receive a total technical score at the conclusion of the evaluation of the RFP Proposal Factors.

6.3. Evaluating Cost Proposal and Total Combined Score
The cost proposals will be reviewed and scored in accordance with Section 6.4 “Scoring Criteria." To expedite the evaluation process, the State Entity reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFP Proposal Factors.

6.3.1. Cost Scoring
The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The supplier deemed to have the most competitive cost proposal overall, as determined by the State Entity, will receive the maximum score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the State Entity may
assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the maximum score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.2. Georgia Enterprises for Products and Services (GEPS)
In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS’ price by 8% when comparing GEPS’ price with any other supplier’s response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.3.3. Total Score
The supplier’s cost score will be combined with the supplier’s technical score to determine the supplier’s overall score (or “total combined score”).

6.4. Scoring Criteria
The evaluation is comprised of the following:

<table>
<thead>
<tr>
<th>Category</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>1. Cost of proposed products and/or services</td>
<td>300 points</td>
</tr>
<tr>
<td>Technical/Proposal Factors</td>
<td>2. &quot;Mandatory&quot; Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Technical/Proposal Factors</td>
<td>3. &quot;Mandatory Scored&quot; and/or &quot;Additional Scored&quot; Responses</td>
<td>700 points</td>
</tr>
<tr>
<td>Total</td>
<td>N/A</td>
<td>1000 points</td>
</tr>
</tbody>
</table>

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)
For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Negotiations of Proposals and/or Cost Factors
DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS’ established procurement policy. This section of the RFP describes DOAS’ process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). No state entity is permitted to conduct negotiations of proposal and/or cost factors without DOAS’ supervision unless DOAS has expressly authorized the state entity to conduct negotiations on its own. Although this section addresses DOAS’ right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the Offeror’s best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE STATE ENTITY URGES THE OFFEROR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE OFFEROR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

6.6.1. Overview of Negotiations

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After the Evaluation Team has scored the suppliers' proposals, the State Entity may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The State Entity reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

6.6.2. Negotiation Instructions
Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

1. Negotiation Invitation: Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.

2. Confirmation of Attendance: Suppliers who have been invited to participate in negotiations must confirm attendance.

3. Negotiations Round(s): One or more rounds of negotiations may be conducted with those suppliers identified by the State's Evaluation Team.

6.6.3. Competitive Range
If the State Entity elects to negotiate pursuant to Section 6.6, the State Entity may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom the State Entity may reasonably negotiate as defined below. In the event the State Entity elects to limit negotiations to those suppliers identified within the competitive range, the State Entity will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the State Entity determines the number of responsive and responsible suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.

6.6.4. Negotiation Round Completion
As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the suppliers. However, whether or not the State Entity engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used.
to evaluate the initial responses from the suppliers. Revisions which are not received prior to the
due date and time cannot be considered; however, any supplier failing to submit timely revisions
will not be disqualified from consideration for award based on its final proposal as accepted by the
State Entity.

6.7. Selection and Award
The responsive and responsible supplier(s) receiving the highest Total Combined Score and with whom the
State Entity is able to reach agreement as to contract terms will be selected for award.

6.8. Site Visits and Oral Presentations
The State Entity reserves the right to conduct site visits or to invite suppliers to present their proposal
factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not
be discussed during the oral presentation of the supplier’s technical solution. Nothing in this section shall
prohibit the Negotiation Team from discussing both proposal factors and cost information during the
negotiation process defined by Section 6.6 “Negotiations of Proposals and/or Cost Factors”.

6.9. Public Award Announcement
The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent
to Award (in the event the value of the contract(s) is estimated to be $100,000 or more in the first year) to
the Georgia Procurement Registry. The Notice of Intent to Award (“NOIA”) is not notice of an actual
contract award; instead, the NOIA is notice of the State Entity’s expected contract award(s) pending
resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s),
unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract
award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO
AWARD (“NOIA”) WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD
FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award (“NOA”) is the State Entity’s public notice of actual contract award(s). The NOA will
be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions
The contract that the State Entity expects to award as a result of this RFP will be based upon the RFP, the
successful supplier’s final response as accepted by the State Entity and the contract terms and conditions, which
terms and conditions can be downloaded from the Sourcing Event. The “successful supplier’s final response as
accepted by the State Entity” shall mean: the final cost and technical proposals submitted by the awarded supplier
and any subsequent revisions to the awarded supplier’s cost and technical proposals and the contract terms and
conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the
RFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by the
supplier to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the
contract unless the State Entity has explicitly accepted the supplier’s objection or amendment in writing.

Please review the State Entity’s contract terms and conditions prior to submitting a response to this RFP.
Suppliers should plan on the contract terms and conditions contained in this RFP being included in any award as
a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in
any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before
contract execution and are provided to enable suppliers to better evaluate the costs associated with the RFP and
the potential resulting contract.

Exception to Contract
By submitting a proposal, each supplier acknowledges its acceptance of the RFP specifications and the contract
terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier
takes exception to a contract provision, the supplier must state the reason for the exception and state the specific
contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of RFP Attachments

The following documents make up this RFP. Please see Section 2.2.2 “RFP Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

A. State Entity RFP (this document)
B. Special Term Definitions from Section 1.6 “Definition of Terms” of this RFP
C. SPD-SP012 Certificate of Non-Collusion
D. Supplier’s General Information Worksheet from Section 4.2 of this RFP
E. Mandatory Response Worksheet from Section 4.3 of this RFP
F. Mandatory Scored Response Worksheet from Section 4.4 of this RFP
G. Cost Worksheet from Section 5 “Cost Proposal” of this RFP
H. State Contract from Section 7 “Contract Terms and Conditions” of this RFP
## Cost Proposal
*For items with no cost associated please insert N/A*

### Participating Institution Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disbursement by Check</td>
<td>Per check</td>
<td></td>
</tr>
<tr>
<td>Disbursement by ACH</td>
<td>Per Transaction</td>
<td></td>
</tr>
<tr>
<td>Transaction Fee to third party bank account</td>
<td>One time, including travel and per diem</td>
<td></td>
</tr>
<tr>
<td>Institution Set-up Fee</td>
<td>Per Transaction</td>
<td></td>
</tr>
<tr>
<td>Wire transfer Fee from Institution</td>
<td>One time, if Any</td>
<td></td>
</tr>
<tr>
<td>Custom Card Design</td>
<td>Per Card</td>
<td></td>
</tr>
<tr>
<td>Charges for initial carding of institution</td>
<td>Per Card</td>
<td></td>
</tr>
<tr>
<td>New Cards in excess of annual allowance</td>
<td>Per Card</td>
<td></td>
</tr>
<tr>
<td>All other Institution Costs</td>
<td>Including Travel and per diem</td>
<td></td>
</tr>
</tbody>
</table>

### Cardholder Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement Card Fee</td>
<td></td>
</tr>
<tr>
<td>Pin based transaction Fee</td>
<td></td>
</tr>
<tr>
<td>Inactivity Fee</td>
<td></td>
</tr>
<tr>
<td>All other cardholder Fees</td>
<td></td>
</tr>
</tbody>
</table>

Contractor must provide their

---

Authorized Signature ________________________________ Date ____________

Print / Type Name ________________________________ Title ____________________________

Print / Type Company Name ____________________________
**NOTICE OF AWARD**

Form must be posted to GA Procurement Registry (GPR)

**Solicitation Title/Event Name:** Disbursement of Funds to non-banked students and employees

**Solicitation No/Event ID:** 98000-BORSFDF13

**Solicitation Close/Event End Date:** 10/04/2012

**Notice of Award Posting Date:** 3/18/2013

**Issuing Officer:** Michael Davidson

**Issuing Officer Contact Information:** mdavidson@gsu.edu

The State has awarded a contract to the successful offeror(s). Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed below beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list.

**NOTE:** In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees.

<table>
<thead>
<tr>
<th>SUCCESSFUL OFFEROR(S)</th>
<th>AWARD AMOUNT</th>
<th>REASONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S Bank</td>
<td>Open Contract Estimated Amount</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>SallieMae</td>
<td>Open Contract Estimated Amount</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>HigherOne</td>
<td>Open Contract Estimated Amount</td>
<td>Select One</td>
</tr>
<tr>
<td>Blackboard</td>
<td>Open Contract Estimated Amount</td>
<td>Select One</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNSUCCESSFUL OFFEROR(S)</th>
<th>NON-HIGHEST SCORING REASONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nelnet</td>
<td>Not Highest Scoring Proposal (for RFP only)</td>
</tr>
<tr>
<td>PNC Bank</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>Touchnet</td>
<td>Non-Responsive</td>
</tr>
</tbody>
</table>

Authorized Signature: [Signature]

Revised: 07/01/12
NOTICE OF INTENT TO AWARD

Form must be posted to the GA Procurement Registry (GPR)

<table>
<thead>
<tr>
<th>Solicitation Title/Event Name:</th>
<th>Disbursement of Funds to non-banked students and employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation No/Event ID:</td>
<td>98000-BORSFDFY13</td>
</tr>
<tr>
<td>Solicitation Close/ Event End Date:</td>
<td>10/04/2012</td>
</tr>
<tr>
<td>Notice of Intent to Award Posting Date:</td>
<td>03/05/2013</td>
</tr>
<tr>
<td>Issuing Officer:</td>
<td>Michael E. Davidson Georgia State University by and on behalf of the Board of Regents of the University System of Georgia</td>
</tr>
<tr>
<td>Issuing Officer Contact Information:</td>
<td>m <a href="mailto:davidson@gsu.edu">davidson@gsu.edu</a></td>
</tr>
</tbody>
</table>

The State intends to award a contract to the apparent successful offeror(s). The Notice of Intent to Award should not be considered as a binding commitment by the State. Inquiries should be addressed to the Issuing Officer. Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. NOTE: In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees.

<table>
<thead>
<tr>
<th>APPARENT SUCCESSFUL OFFEROR(S)</th>
<th>AWARD AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Bank</td>
<td></td>
</tr>
<tr>
<td>Sallie Mae</td>
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</tr>
<tr>
<td>Higher One</td>
<td></td>
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<tr>
<td>Blackboard</td>
<td></td>
</tr>
</tbody>
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<tr>
<th>UNSUCCESSFUL OFFEROR(S)</th>
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<td>Not Highest Scoring Proposal (for RFP only)</td>
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<td>Touchnet</td>
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Revised: 02/10/11

SPD-AP004