

STANDARD BLUEBACK CONTRACT

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
CONTRACT FOR**

**AUTOMATIC TELLER MACHINE (ATM) SERVICES,
DEBIT CARD SERVICES AND
ADDITIONAL FINANCIAL SERVICES**

Contract Inquiry No. #BB2011-01

THIS AGREEMENT, made and entered into this 7th day of June, 2011, between Lock Haven University of Pennsylvania of the State System of Higher Education, 401 North Fairview Street, Lock Haven, PA 17745, (hereinafter "University," "Commonwealth," or "Agency"),

and

Pennsylvania State Employees Credit Union located at 1 Credit Union Place, Harrisburg, PA 17110-2990, acting through its proper officials, (hereinafter referred to as "Contractor") (Federal I.D. #23-0961140).

Both the University and Contractor, when used together, are hereinafter referred to as Parties. The University is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, et seq., and is authorized thereby to enter into this Contract.

The University desires to obtain financial services/convenience banking services for University personnel (students, faculty and staff).

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

TABLE OF CONTENTS

SECTION 1.	CONTRACTOR DUTIES
SECTION 2.	TERM OF CONTRACT
SECTION 3.	RENEWALS
SECTION 4.	COST OF AGREEMENT
SECTION 5.	EXPENSES
SECTION 6.	TAXES
SECTION 7.	ASSIGNMENT OF ANTITRUST CLAIMS
SECTION 8.	OWNERSHIP RIGHTS
SECTION 9.	TERMINATION OF AGREEMENT
SECTION 10.	AUDIT PROVISIONS
SECTION 11.	CONTRACTOR RESPONSIBILITY
SECTION 12.	CONTRACTOR INTEGRITY
SECTION 13.	AMERICANS WITH DISABILITIES ACT
SECTION 14.	ASSIGNABILITY AND SUBCONTRACTING
SECTION 15.	NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE
SECTION 16.	FORCE MAJEURE
SECTION 17.	DEFAULT
SECTION 18.	HOLD HARMLESS PROVISION
SECTION 19.	CONTRACT CONTROVERSIES
SECTION 20.	AMENDMENTS
SECTION 21.	SEVERABILITY
SECTION 22.	APPLICABLE LAW
SECTION 23.	INDEPENDENT CONTRACTOR
SECTION 24.	POST-CONSUMER RECYCLED CONTENT
SECTION 25.	ENVIRONMENTAL PROVISIONS
SECTION 26.	HAZARDOUS SUBSTANCES
SECTION 27.	WARRANTY
SECTION 28.	COMPLIANCE WITH LAW
SECTION 29.	INTEGRATION
SECTION 30.	PATENT, COPYRIGHT AND TRADEMARK INDEMNITY
SECTION 31.	COVENANT AGAINST CONTINGENT FEES
SECTION 32.	CHANGE ORDERS

1. CONTRACTOR DUTIES. The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties: The following attachments are hereby referred to and incorporated herein:

Attachment I consisting of thirty-eight (38) pages;
Attachment II consisting of one (1) page;
Attachment III consisting of eighteen (18) pages;
Attachment IV consisting of one (1) page;
Attachment V consisting of one (1) page; and
Addendum I consisting of one (1) page.

2. TERM OF CONTRACT. The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

The contract shall expire on June 30, 2016.

3. RENEWALS. No renewals applicable.

4. COST OF AGREEMENT. It is understood that there is no cost to the University in this Agreement.

5. EXPENSES. The Contractor shall be required to perform the specified services in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

6. TAXES. The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

7. ASSIGNMENT OF ANTITRUST CLAIMS. The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the

Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

8. OWNERSHIP RIGHTS. The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

9. TERMINATION OF AGREEMENT. The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor:

(a) Termination for Convenience. The Commonwealth shall have the right to terminate the Contract for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover lost profits.

(b) Non-appropriation. The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

(c) Termination for Cause. The Commonwealth shall have the right to terminate the Contract for Contractor default under paragraph 19, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

10. AUDIT PROVISIONS. The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data

for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

11. CONTRACTOR RESPONSIBILITY.

a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

b. The Contractor also certifies that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/dgs/cwp/view.asp?a=353&Q=115573&dgsNav=5053> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

Contractor Responsibility Certification

I certify that I, the Contractor identified herein, am not currently debarred or suspended by the Commonwealth of Pennsylvania, and am eligible to contract with the Commonwealth of Pennsylvania for the goods and/or services contained in this contract.

[Signature]
Contractor/Vendor

President
Title

5-13-11
Date

Frank Brunni
Contractor/Vendor

Secretary
Title

5-13-11
Date

12. CONTRACTOR INTEGRITY.

(a) For purposes of this clause only, the words "confidential information," "consent," "Contractor," "financial interest," and "gratuity" shall have the following definitions:

1) *Confidential information* means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.

2) *Consent* means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

3) *Contractor* means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.

4) *Financial Interest* means:

(a) Ownership of more than a 5% interest in any business; or

(b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) *Gratuity* means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

(b) The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

(c) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

(d) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

(e) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree to promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

(f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

(g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

(h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

(i) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

(j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

(k) For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

13. AMERICANS WITH DISABILITIES ACT.

(a) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be

excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph (a) above.

14. ASSIGNABILITY AND SUBCONTRACTING.

(a) Subject to the terms and conditions of Paragraph 21, this Contract shall be binding upon the parties and their respective successors and assigns.

(b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

(c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

(d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

(e) For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor, provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

(g) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an

assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

15. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

During the term of the Contract, Contractor agrees as follows:

(a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.

(c) Contractors and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

(e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Officer or the Bureau of Contract Administration and Business Development.

(f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

(g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

16. FORCE MAJEURE. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth, by notice to the Contractor, may suspend all or a portion of the Contract.

17. DEFAULT.

(a) The Commonwealth may, subject to the provisions of Paragraph 18, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 11, Termination of Agreement) the whole or any part of this Contract for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 5) Discontinuance of work without approval;
- 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 7) Insolvency or bankruptcy;

- 8) Assignment made for the benefit of creditors;
- 9) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 10) Failure to protect, to repair, or to make good any damage or injury to property; or
- 11) Breach of any provision of this Contract.

(b) In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

(c) If the Contract is terminated as provided in Subparagraph (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers, and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due to the Contractor for such completed or partially completed works, such sums as the Contractor Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

18. HOLD HARMLESS PROVISION. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

19. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

b. The contracting officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the Parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the Purchasing Agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

20. AMENDMENTS. This Agreement represents the complete agreement between the parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

21. SEVERABILITY. Should any term of this Contract be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the agreement to the extent possible.

22. APPLICABLE LAW. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of

Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

23. INDEPENDENT CONTRACTOR. In performing the services required by the Contract, the Contractor will act as an independent Contractor and not as an employee or agent of the Commonwealth.

24. POST-CONSUMER RECYCLED CONTENT. Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for the total recycled content as specified in Exhibits A-1 through A-8 to this Contract.

25. ENVIRONMENTAL PROVISIONS. In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

26. HAZARDOUS SUBSTANCES. The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code § 301.1 et seq.

(a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4) below:

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting of 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

- 3) Single Chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address and telephone number of the manufacturer.

- 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

(b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

27. WARRANTY. The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

28. COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

29. INTEGRATION. The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments shall be made using the appropriate Commonwealth form.

30. PATENT, COPYRIGHT AND TRADEMARK INDEMNITY. The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the contract. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are

no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

31. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

32. CHANGE ORDERS. The Commonwealth reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 21, "Contract Controversies". For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

FOR THE CONTRACTOR:

FOR THE UNIVERSITY:

X [Signature]
President or Vice President of
Corporate Contractor

[Signature]
President or Designee

X President
Title

APPROVED AS TO FISCAL
RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS

X [Signature]
Secretary or Treasurer of
Corporate Contractor

[Signature]
Director of Financial Operations

X Secretary
Title

APPROVED AS TO FORM AND LEGALITY

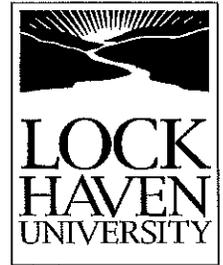
[Signature]
University Legal Counsel

[Signature]
Deputy Attorney General

Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signatures can be delegated provided there is a certified Board resolution presented with this contract.

ALL SIGNATORIES ON BEHALF OF CONTRACTOR MUST EXECUTE CONTRACTOR RESPONSIBILITY CERTIFICATION IN PARAGRAPH 13(f) OF THIS CONTRACT.

EFFECTIVE DATE
JUN 20 2011
OF CONTRACT



REQUEST FOR PROPOSAL

FOR

AUTOMATIC TELLER MACHINE (ATM) SERVICES,

AND

ADDITIONAL FINANCIAL SERVICES

FOR

LOCK HAVEN UNIVERSITY OF PENNSYLVANIA

#BB2011-01

March 2011

SCOPE

The Lock Haven University of Pennsylvania Purchasing Department (hereinafter referred to as "University") in Lock Haven, Pennsylvania, is requesting proposals from qualified and experienced contractors to provide specified financial services/convenience banking services to University personnel (students, faculty, and staff).

Lock Haven University's Main Campus alone enrolls approximately 4,488 undergraduates and 326 graduate students, and employs approximately 570 faculty and staff. 1,629 students live in residence halls on campus and 3,148 commute daily.

Lock Haven University's Clearfield Campus currently enrolls approximately 400 students: 388 undergraduates; and 12 graduate students. 95% of the students commute daily. Approximately 35 faculty/staff members work at the Clearfield Campus location. The apartment complex on campus holds 36 students.

This Request for Proposal (RFP) is part of a competitive procurement process which helps to serve the University's best interests. It also provides contractors with a fair opportunity for their services to be considered. The RFP process used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used when the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, cost/price/remuneration alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with contractors to arrive at a mutually agreeable relationship. The RFP states the instructions for submitting proposals.

OVERVIEW

**AUTOMATIC TELLER MACHINE (ATM) SERVICES,
AND
ADDITIONAL FINANCIAL SERVICES
FOR LOCK HAVEN UNIVERSITY OF PA**

Lock Haven University is requesting proposals from exceptional contractors to provide the following services to fulfill the convenience banking needs of its students, faculty, and staff.

It is the University's desire that the awarded contractor will continue this operation in a similar format and level of service, which currently exists at its locations.

OBJECTIVE #1: Lock Haven University of PA seeks the professional operation of various "*automatic teller machines*" (ATMs) on both the LHU Main Campus and the Clearfield Campus. Such ATMs must tie into national systems. The ATMs must be "full-service". Current ATM locations are as follows: Bentley Dining Hall, Parsons Union Building (P.U.B.), and the Clearfield Campus location (Founders Hall). At the option of the awarded contractor, and at the agreement of the University, additional ATMs may be installed on the campuses. The exact location of any future ATMs must be mutually agreed upon by both the University and the Contractor. General guidelines and requirements are as follows:

1. The financial institution will be responsible for the procurement and installation of any voice or data communications circuits necessary to support any ATMs or other operations on the campuses. Any use of University-owned telecommunications cabling is prohibited except with the express written permission of the Telecommunications Manager and the Director of Facilities. It is understood that such permission does not convey any warranty for any purpose of the fitness of the University-owned cable plan and that permission may be revoked at any time for any purpose by the University. Any installation of additional cabling by the financial institution or contracted telecommunications carrier must be coordinated with the University Facilities Department. The University shall incur no installation or operations costs associated with these circuits.
2. The financial institution is responsible for the security of the ATMs, including video surveillance.
3. The financial institution is responsible for damage to the machines (including vandalism) or loss through theft.

OBJECTIVE #2: The University currently has an on-campus, contractor and student-staffed financial services center (located in Bentley Dining Hall). This services center is open for approximately thirty (30) hours per week during the Fall and Spring semesters, as well as Summer sessions. Exact hours of operation to be mutually agreed upon by the University and the awarded contractor. However, when the University is closed, so too shall be the financial services center. The financial services center currently does *not* support face-to-face, financial/banking transactions. Instead, the center serves the purpose of a financial, educational resource, primarily for the University's students but also for University faculty and staff. Other goals/purposes of the financial services center currently include:

- Credit Counseling.
- Investment Earning Counseling.
- On-Line Transactions.
- Financial Education.
- Credit Card/Debt Education.
- Loan Management Counseling.
- Multi-Lingual Services.

SECTION 1

CONTRACTUAL OVERVIEW

1.0 Term:

The term of any contract resulting from this Request for Proposal will be five (5) years: July 1, 2011 through June 30, 2016.

1.1 Method of award:

The award shall be made to the most responsive and responsible bidder offering the best value and the most economical proposal as determined by the University.

1.2 Pre-Proposal Conference:

There is no pre-proposal conference currently scheduled.

1.3 Incurring Costs:

Lock Haven University is not liable for any costs or expenses incurred by contractors in the preparation or submission of their proposals, or for attendance at any conferences or meetings related to this RFP.

1.4 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of this RFP.

1.5 Disclosure of Proposal Contents:

All responses become property of Lock Haven University of PA. Only the response submitted by the firm awarded a contract under this RFP will be subject to the PA "Right to Know" Law. However, material of a proprietary nature will not be disclosed beyond University and PASSHE representatives to the best of their ability under the applicable laws of the Commonwealth of Pennsylvania. Unsuccessful proposals will not be revealed or discussed with competitors.

1.6 News Releases:

News releases pertaining to this RFP may not be made without the University's approval, and then only in coordination with the issuing office.

SECTION 2

TERMS AND CONDITIONS

- 2.1 Each bidder, by submitting a proposal, represents that the bidder has:
- 2.1.1 Read and completely understands the RFP documents and attachments thereto.
 - 2.1.2 Is familiar with the conditions under which services would be provided, including availability and cost of applicable materials and labor.
- 2.2 Receipt of Proposals
- 2.2.1 **Sealed Proposals are due in the Lock Haven University Purchasing Department, Attn: Kelly A. Hibbler, Purchasing Agent, East Campus Complex - Room J211, 301 West Church Street, Lock Haven, PA 17745, no later than 2:00 PM on Monday, March 28, 2011.** Contractors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals.
 - 2.2.2 Any proposal received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
 - 2.2.3 Each contractor shall be solely responsible for the delivery of their proposal to the University at the place, and prior to the time, as specified in 2.2.1 above.
 - 2.2.4 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of Lock Haven University upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the contractor.
 - 2.2.5 The University reserves the right to reject any or all proposals received. The University also reserves the right to cancel this solicitation at any time prior to the execution of any contract. A non-acceptance of proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected contractor exists, or after the University has rejected all proposals.
 - 2.2.6 A contractor shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

2.3 Preparation of Proposals

- 2.3.1 Contractors shall provide a written, itemized list of any exceptions to this RFP.
- 2.3.2 Proposals shall indicate the full name of the bidder submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the bidder. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.3.3 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.3.4 The terms and provisions of the RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 2.3.5 A contractor requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of proposals to:

Kelly A. Hibbler, Purchasing Agent
Lock Haven University of Pennsylvania
East Campus Complex – Room J211
301 West Church Street
Lock Haven, PA 17745
(570) 484-2844 – Fax
khibbler@lhup.edu

- 2.3.6 Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department and will be posted on:
www.lhup.edu/purchasing/public_postings/index.htm
Contractors are encouraged to check the Purchasing website prior to submitting their proposals.
- 2.3.7 Addenda - All addenda shall be emailed or delivered to all who are known to have received the RFP. No addenda shall be issued later than five (5) calendar days prior to the date for receipt of proposals except for an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP altogether. To this effect, contractors shall fully examine the contents of this RFP and shall submit questions no less than seven (7) days prior to the date that proposals are due to the University. Addenda will be posted on:
www.lhup.edu/purchasing/public_postings/index.htm

2.4 Format of Proposal

2.4.1 All proposals must include a point-by-point response to this RFP, where required. Each response must be cross-referenced to the correspondingly numbered/lettered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples which are provided to support responses shall be labeled to correspond with specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.

2.4.2 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as non-compliant. The University reserves the right to request additional information if clarification is needed.

2.5 Modification or Withdrawal of Proposals will be Executed as follows:

2.5.1 A proposal shall not be modified, withdrawn or cancelled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.2.1 above and the bidder so agrees in submitting a proposal.

2.5.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 2.2.1.

Withdrawn proposals may be re-submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

2.6 Formation of Agreement

At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected bidder:

2.6.1 Accept a proposal as written by issuing a written "Notice of Award" to the selected bidder which refers to this RFP and accepts the proposal as submitted; or

2.6.2 Enter into negotiations with one or more bidders in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this RFP.

Because the University may use the alternative described in paragraph 2.6.2 above, each bidder should include in its written proposal all requirements or terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

2.6.3 The selected bidder shall within ten (10) calendar days after receipt of a "Notice of Award", enter into a written contract with the University.

2.6.4 The contract, when duly executed, shall represent the entire agreement between the parties.

2.6.5 The University expressly reserves the right to negotiate, prior to an award, any contract which may result from this RFP.

2.7 Presentation

2.7.1 Potential contractors may be asked to discuss their written responses to this document at a presentation on the main campus on dates mutually agreed upon by the contractor and the University. If a contractor is requested to make a presentation, the contractor will make the necessary arrangements and bear any costs associated with the demonstration/evaluation.

2.8 Assignment

2.8.1 Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

2.9 Non-appropriation of Funds

2.9.1 Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract area at any time not forthcoming or insufficient, either through the failure of the Pennsylvania Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except if an appropriation to cover the costs of the contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the contractor whose contract was terminated under the same provisions, terms and conditions of the original contract.

2.10 Responsibility of Those Performing the Work

- 2.10.1 The contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the contractor.
- 2.10.2 The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 2.10.3 Incompetent or incorrigible employees shall be dismissed from the project by the contractor when so determined by the University, and such person shall be prohibited from returning to the project without written consent of the University.

2.11 Contract Provisions by Reference

- 2.11.1 It is mutually agreed by and between the University and the contractor that acceptance of the contractor's offer by the issuance of a contract shall create a contract between the parties thereto containing all specifications, terms and conditions in this RFP except as specifically amended in the contract.

2.12 Advertisements

- 2.12.1 The successful bidder in submitting a proposal agrees not to make any reference to Lock Haven University, or any part thereof, in any Advertisements, Solicitations, or Announcements without the expressed written consent of the University and to grant Lock Haven University the right to approve all such Advertisements, Solicitations or Announcements before they are circulated.

SECTION 3

ADDITIONAL TERMS AND INSTRUCTIONS

- 3.1 Only SSHE Terms and Conditions shall apply to purchases made under this agreement. See attached sample "Standard Blue Back Contract" (Appendix B, 18 pages).
- 3.2 If a contract is entered into as a result of this Request For Proposal, it will be a Commonwealth Standard Blue Back Contract and specifications, and the contractor's response to the RFP will be included into the master contract.
- 3.3 Taxes: Refer to Section 8 of the proposed 'Standard Blue Back Contract'.
- 3.4 Proposals: To be considered, proposals must consist of a complete response using the format provided in Section 4 of this RFP. Please note that your **original proposal must** contain the proposal cover page (Appendix A) with an **original signature** of an official of your company authorized to bind your company to the provisions of its proposal. No other distribution of proposals will be made by the contractor. The contents of the proposal of the successful contractor and this RFP will become contractual obligations if and when a contract is executed. For this RFP, the proposal, as submitted, must remain valid during the entire solicitation, award, and contract finalization processes.
 - 3.4.1 Each proposal shall be submitted with one (1) original and three (3) copies, in a sealed parcel, addressed to the University at the address given in paragraph 2.2.1 above. The sealed parcel shall further be identified with the name and address of the bidder and designation "**SEALED PROPOSAL - FINANCIAL SERVICES**", RFP# **BB2011-01**, containing: A comprehensive point-by-point response to all items listed in Section 4.
 - 3.4.2 No oral, telephone or telegraphic proposal will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.
 - 3.4.3 No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.
 - 3.4.4 **Remuneration Data:** All remuneration data for the proposal shall be submitted in a separate sealed envelope (1 original) within the sealed proposal and kept separate from the technical proposal. Failure to meet this requirement will result in automatic disqualification of the proposal.

- 3.5 **Contractor Responsibility Program:** Bidders must certify that they are not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government to the best to their knowledge. Additionally, Service Providers must certify that they are not tax delinquent with either the Pennsylvania Department of Revenue or the Pennsylvania Department of Labor and Industry to the best of their knowledge. Service Providers must acknowledge that, if they are currently under suspension or debarment, or if they owe delinquent taxes, their proposal may not be accepted or considered. These statements may be included in a signed cover letter.
- 3.6 The University will reject the proposal of any contractor and void any award resulting from this RFP to any contractor who makes any material misrepresentation in their proposal.

SECTION 4**INFORMATION REQUIRED FROM THE CONTRACTOR**

Proposals must be submitted in the format outlined below. To be considered, the proposal must respond, at a minimum, to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

4.1 Response to OBJECTIVE #1:**A. TRANSACTIONS SUPPORTED.**

- (1) Indicate if the card being issued by your financial institution functions wherever either Visa or MasterCard are accepted.
- (2) Please complete the attached form (see Appendix C) indicating transactions that will be supported by your ATMs located on our campuses. Feel free to expand upon the form and offer further explanation or description as appropriate. A separate response should be made for each machine proposed.
- (3) Is it possible for a second party, such as a parent of a student, to make a deposit into the student's account at one of your off-campus ATMs or offices? At another bank's ATM? If so, how and what restrictions would apply? How long would it take this transaction to be recognized in both cases?
- (4) Indicate what liability and responsibility the financial institution and cardholder will have in the event of erroneous or unauthorized transactions.
- (5) Other Services Offered.

B. CUSTOMER SERVICE.

- (1) How will customer questions and/or complaints be handled?
- (2) Will the financial institution have appropriate personnel on campus, at mutually agreeable times and locations, to receive applications for cards from students, faculty and staff? Please explain how persons wishing a card at other times can obtain one?
- (3) What is the cost to the customer for opening and maintaining an account and receiving a card (check costs, minimum balance, service charges, etc.)?
- (4) What will the financial institution charge the cardholder or the cardholder's financial institution for various transactions? Please include a complete fee schedule including international transactions.

- (5) With which network(s) is the ATM that you are proposing affiliated?
- (6) Will the financial institution, at its expense, contact new students by mail to inform them of this service before their arrival to campus on the basis of a mailing list provided by the University?

C. MAINTENANCE AND SECURITY.

- (1) In the event of machine malfunction or breakdown, who should be notified and how? By whom? How quickly will repairs be effected and by whom?
- (2) Describe maintenance and services that will be provided to the ATM and an approximate schedule of the same.

D. INSTALLATION.

- (1) The financial institution will bear all costs of installation to University standards to include: structure modifications, power supply components, lighting, and communications? What provisions will be made for wheelchair-bound customers?
- (2) Financial institution will cooperate and coordinate with the University's professional staff and contractors prior to and during the initiation period.

E. FINANCIAL.

- (1) The financial institution will bear all operating costs of the equipment to include utilities and maintenance, except for the cost of electricity, which will be provided by the University.
- (2) In consideration of authorization to operate and locate its ATMs on the Lock Haven University campuses, please propose a flat monthly fee, broken out by campus, which you will pay to Lock Haven University for authorization to install and operate the machines proposed.

F. APPEARANCE.

- (1) Please provide a photograph of the ATMs being proposed (installation) and indicate the closest location to Lock Haven University where such an installation can be observed.

4.2 Response to OBJECTIVE #2:

A. DESCRIPTION OF SERVICES.

- (1) Please provide a written description of the service center proposed and any illustrations or photographs of said services.
- (2) Please provide a copy of the proposed operating manual for the service center.

4.3 Response to ALL OBJECTIVES:

A. REMUNERATION PROPOSAL.

- (1) Please, *within a separate, sealed, and clearly identified envelope*, for the privilege of providing the services outlined in this RFP identify your firm's proposed, flat monthly remuneration to the University for the duration of the five (5) years of this contract. Such funds shall be considered to be unrestricted funds to be used at the discretion of the University.

B. FORMAT FOR REQUIRED INFORMATION.

- (1) To be considered for evaluation, a contractor's proposal must respond to all requirements in this RFP. Proposals are to be submitted as follows:

Identified on the envelope:

RFP #BB2011-01.

Vendor Name.

Delivery Location.

- (2) **Consisting of:**

The responses to Sections 4.1 through 4.2 (1 original, and 3 copies).

A completed "ORIGINAL" Cover Page (Appendix A) must be signed by an individual with contracting authority.

A separate appendix containing supporting materials as/if necessary.

All remuneration proposals are to be in a sealed and separately labeled envelope (i.e., response to Section 4.3 above) – 1 original.

Provide a statement of assurance that the firm is not currently in violation of regulatory agency rules to a degree that it may have a material impact on the firm's capability to execute the requirements of a resulting contract with PASSHE.

SECTION 5

CRITERIA FOR SELECTION

Evaluation of Proposals:

All proposals will be reviewed and evaluated by a committee of qualified personnel selected by the University. The committee will recommend for selection the proposal that most closely meets the requirements of this RFP and satisfies the University's needs.

Selection Criteria:

The following areas of consideration will be used in making the selection:

1. **Quality and completeness of proposed ATM Services.**
2. **Quality and completeness of proposed operation of financial services center.**
3. **Remuneration to the University.**

Attachment to this RFP:

Appendix A (1 page)
Appendix B (20 pages)
Appendix C (1 page)

End of RFP

<http://www.passhe.edu/partners/Pages/default.aspx>

APPENDIX B

STANDARD BLUEBACK CONTRACT

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
CONTRACT FOR**

(3 to 10 word statement of nature of the Contract)

Contract Inquiry No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, between _____ University of Pennsylvania of the State System of Higher Education (address), (hereinafter "University," "Commonwealth," or "Agency"),

and

(Contractor's full name which must be in its legally recognized form, *i.e.*, corporate registration, full legal name if an individual and must be the same throughout this Contract. Deviations must be satisfactorily explained, except that the Contractor may be referred to as "Contractor" within this document from this point forward) at (address) acting through its proper officials, (hereinafter referred to as "Contractor") (Federal I.D. # _____ or if an individual, Social Security Number).

Both the University and Contractor, when used together, are hereinafter referred to as Parties. The University is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, *et seq.*, and is authorized thereby to enter into this Contract.

The University desires to obtain _____ (Short description of the goods and/or services to be provided) _____ from the Contractor.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

TABLE OF CONTENTS

SECTION 1.	CONTRACTOR DUTIES
SECTION 2.	TERM OF CONTRACT
SECTION 3.	RENEWALS
SECTION 4.	COST OF AGREEMENT
SECTION 5.	COMPENSATION/EXPENSES
SECTION 6.	INVOICES
SECTION 7.	PAYMENT
SECTION 8.	TAXES
SECTION 9.	ASSIGNMENT OF ANTITRUST CLAIMS
SECTION 10.	OWNERSHIP RIGHTS
SECTION 11.	TERMINATION OF AGREEMENT
SECTION 12.	AUDIT PROVISIONS
SECTION 13.	CONTRACTOR RESPONSIBILITY
SECTION 14.	CONTRACTOR INTEGRITY
SECTION 15.	AMERICANS WITH DISABILITIES ACT
SECTION 16.	ASSIGNABILITY AND SUBCONTRACTING
SECTION 17.	NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE
SECTION 18.	FORCE MAJEURE
SECTION 19.	DEFAULT
SECTION 20.	HOLD HARMLESS PROVISION
SECTION 21.	CONTRACT CONTROVERSIES
SECTION 22.	AMENDMENTS
SECTION 23.	SEVERABILITY
SECTION 24.	APPLICABLE LAW
SECTION 25.	INDEPENDENT CONTRACTOR
SECTION 26.	POST-CONSUMER RECYCLED CONTENT
SECTION 27.	ENVIRONMENTAL PROVISIONS
SECTION 28.	HAZARDOUS SUBSTANCES
SECTION 29.	WARRANTY
SECTION 30.	COMPLIANCE WITH LAW
SECTION 31.	INTEGRATION
SECTION 32.	PATENT, COPYRIGHT AND TRADEMARK INDEMNITY
SECTION 33.	COVENANT AGAINST CONTINGENT FEES
SECTION 34.	CHANGE ORDERS

1. CONTRACTOR DUTIES. The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties:

2. TERM OF CONTRACT. The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully executed Contract has been sent to the

Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

3. RENEWALS. _____.

4. COST OF AGREEMENT. It is understood that the cost of this Agreement to the University shall not exceed _____.

5. COMPENSATION/EXPENSES. The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

6. INVOICES. Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an itemized invoice to the agency at the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

7. PAYMENT.

a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the

Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or purchase order.

8. TAXES. The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

9. ASSIGNMENT OF ANTITRUST CLAIMS. The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

10. OWNERSHIP RIGHTS. The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

11. TERMINATION OF AGREEMENT. The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor:

(a) Termination for Convenience. The Commonwealth shall have the right to terminate the Contract for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover lost profits.

(b) Non-appropriation. The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

(c) Termination for Cause. The Commonwealth shall have the right to terminate the Contract for Contractor default under paragraph 19, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).

12. AUDIT PROVISIONS. The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

13. CONTRACTOR RESPONSIBILITY.

a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/dgs/cwp/view.asp?a=353&Q=115573&dgsNav=|5053|> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

All Contractors (if a corporate entity both signatories to this Contract must execute) with the State System shall sign the certification below:

Contractor Responsibility Certification

I certify that I, the Contractor identified herein, am not currently debarred or suspended by the Commonwealth of Pennsylvania, and am eligible to contract with the Commonwealth of Pennsylvania for the goods and/or services contained in this contract.

Contractor/Vendor Title

Date

Contractor/Vendor Title

Date

ALL PARTIES WHO SIGN THIS CONTRACT ON BEHALF OF THE CONTRACTOR MUST SIGN THE STATEMENT ABOVE.

14. CONTRACTOR INTEGRITY.

(a) For purposes of this clause only, the words "confidential information," "consent," "Contractor," "financial interest," and "gratuity" shall have the following definitions:

- 1) *Confidential information* means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
- 2) *Consent* means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
- 3) *Contractor* means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.
- 4) *Financial Interest* means:
 - (a) Ownership of more than a 5% interest in any business; or

- (b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- 5) *Gratuity* means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (b) The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - (c) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - (d) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - (e) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree to promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - (i) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
 - (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the

Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

(k) For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

15. AMERICANS WITH DISABILITIES ACT.

(a) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph (a) above.

16. ASSIGNABILITY AND SUBCONTRACTING.

(a) Subject to the terms and conditions of Paragraph 21, this Contract shall be binding upon the parties and their respective successors and assigns.

(b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

(c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written

consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

(d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

(e) For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor, provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

(g) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

17. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

During the term of the Contract, Contractor agrees as follows:

(a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.

(c) Contractors and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

(e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Officer or the Bureau of Contract Administration and Business Development.

(f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

(g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

18. FORCE MAJEURE. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth, by notice to the Contractor, may suspend all or a portion of the Contract.

19. DEFAULT.

(a) The Commonwealth may, subject to the provisions of Paragraph 18, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor; and terminate (as provided in Paragraph 11, Termination of Agreement) the whole or any part of this Contract for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 5) Discontinuance of work without approval;
- 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 7) Insolvency or bankruptcy;
- 8) Assignment made for the benefit of creditors;
- 9) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 10) Failure to protect, to repair, or to make good any damage or injury to property; or
- 11) Breach of any provision of this Contract.

(b) In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

(c) If the Contract is terminated as provided in Subparagraph (a) above, the Commonwealth, in addition to any other rights provided in this paragraph, may

require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers, and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due to the Contractor for such completed or partially completed works, such sums as the Contractor Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

20. HOLD HARMLESS PROVISION. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

21. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written notice of controversy or claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

b. The contracting officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the

Parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the Purchasing Agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. AMENDMENTS. This Agreement represents the complete agreement between the parties, superceding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

23. SEVERABILITY. Should any term of this Contract be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the agreement to the extent possible.

24. APPLICABLE LAW. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

25. INDEPENDENT CONTRACTOR. In performing the services required by the Contract, the Contractor will act as an independent Contractor and not as an employee or agent of the Commonwealth.

26. POST-CONSUMER RECYCLED CONTENT. Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for the total recycled content as specified in Exhibits A-1 through A-8 to this Contract.

27. ENVIRONMENTAL PROVISIONS. In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

28. HAZARDOUS SUBSTANCES. The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The

Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code § 301.1 et seq.

(a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4) below:

- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
- 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting of 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
- 3) Single Chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address and telephone number of the manufacturer.
- 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, identification of the Fire Hazards of Materials.
- National Paint and Coatings Association; Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

(b) **Material Safety Data Sheet.** The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

29. **WARRANTY.** The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

30. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

31. **INTEGRATION.** The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments shall be made using the appropriate Commonwealth form.

32. PATENT, COPYRIGHT AND TRADEMARK INDEMNITY. The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the contract. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

33. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

34. CHANGE ORDERS. The Commonwealth reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 21, "Contract Controversies". For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

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EXHIBITS A-1 THROUGH A-8 REFERENCED WITHIN THIS DOCUMENT
ARE LOCATED AT THE END OF THE SPC FORM IN APPENDIX A. IT HAS NOT
BEEN REPLICATED HERE IN ORDER TO SAVE SPACE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first written above.

FOR THE CONTRACTOR:

FOR THE UNIVERSITY:

Individual or Partner (if Contractor
Is an individual or partnership)

President or Designee

RESPONSIBILITY,

APPROVED AS TO FISCAL

BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS

Title

President or Vice President of
Corporate Contractor
(Circle Title)

Comptroller

APPROVED AS TO FORM AND LEGALITY

University Legal Counsel

Secretary or Treasurer of Corporate
Contractor
(Circle Title)

Deputy Attorney General

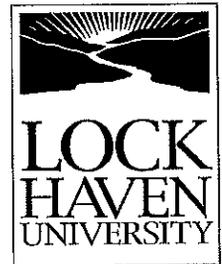
Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signatures can be delegated provided there is a certified Board resolution presented with this contract.

ALL SIGNATORIES ON BEHALF OF CONTRACTOR MUST EXECUTE CONTRACTOR RESPONSIBILITY CERTIFICATION IN PARAGRAPH 13(f) OF THIS CONTRACT.

Summary of Transactions Supported Through Campus ATM

	To Your Cardholders (Yes/No)	To Cardholders of Other Banks (Yes/No)	Limitations/Restrictions	Approximate Time to Recognize Transaction
1. Cash Deposits at				
a. Campus ATM				
b. Off-campus ATM - your bank				
c. Off-campus ATM - other banks				
d. An office of your bank				
2. Check Deposits at				
a. Campus ATM				
b. Off-campus ATM - your bank				
c. Off-campus ATM - other banks				
d. An office of your bank				
3. Transfers Between Accounts Initiated at				
a. Campus ATM				
b. Off-campus ATM - your bank				
c. Off-campus ATM - other banks				
d. An office of your bank				
4. Cash Withdrawals at				
a. Campus ATM				
b. Off-campus ATM - your bank				
c. Off-campus ATM - other banks				
d. An office of your bank				
5. Deposit of Non-monetary Items (check orders, etc.)				
a. Campus ATM				
b. Off-campus ATM - your bank				
c. Off-campus ATM - other banks				
d. An office of your bank				
6. Payments to Accounts Normally Collected				
a. Campus ATM				
b. Off-campus ATM - your bank				
c. Off-campus ATM - other banks				
d. An office of your bank				
7. Additional Financial Services Offered By Financial Institution To University				

**RESPONSES TO QUESTIONS REGARDING
REQUEST FOR PROPOSAL
FOR
AUTOMATIC TELLER MACHINES (ATM) SERVICES,
AND
ADDITIONAL FINANCIAL SERVICES
FOR
LOCK HAVEN UNIVERSITY OF PENNSYLVANIA
#BB2011-01**



Issued: March 2, 2011

Lock Haven University offers the following responses:

- 1) The RFP is requesting three full service machines on campus; are all locations mandatory for this bid?

Reply: Yes, all locations are mandatory for this bid.

- 2) What are the types of installations of these machines currently (i.e. through the wall, free standing, etc)?

Reply: Two (2) are free standing [Bentley Dining Hall and Clearfield Campus]; One (1) is a built-in wall unit [PUB].

- 3) Can a monthly transaction count be provided by machine?

Reply: No, this will not be provided.

- 4) What are the current hours for the office on campus?

Reply: Monday – 10:00 a.m. – 6:00 p.m. and
Tuesday through Friday 10:00 a.m. – 4:00 p.m.

- 5) Does the office have internet accessibility?

Reply: Yes, it does have internet connectivity.

- 6) Are potential vendors allowed access to these areas for viewing?

Reply: Yes. However, please note that the student-staffed financial services center (located in Bentley Dining Hall) will be closed for Spring Break beginning March 7– 11, 2011. It will not re-open until March 14, 2011. Potential bidders are encouraged to view the locations on their own, prior to submitting their proposals.

END

**Pennsylvania State System of Higher Education
Lock Haven University of PA
RFP # BB2011-01**

**APPENDIX A
COVER PAGE**

On behalf of the firm listed below, the undersigned binds the firm to the provisions in its proposal and warrants that the firm is compliant with contractor responsibility and corporate financial condition sections of this RFP and that the firm's proposal shall remain valid during the entire solicitation and award process for the category listed below.

ATM Services and Financial Services Center (Bid #BB2011-01)

Pennsylvania State Employees Credit Union

Name of Firm

Greg Smith

President and CEO

Contact Person

Title

1 Credit Union Place

Harrisburg PA 17110

Address

717-777-2300

717-720-1130

Telephone #

Fax #

gsmith@psecu.com

www.psecu.com

E-mail

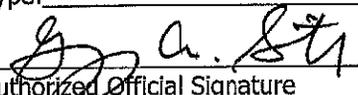
Website

230961140

Federal ID#

Minority Business Enterprise: Yes _____ No **X**

Type: _____


Authorized Official Signature
(Include Title)

3-23-2011
Date

SECTION 4

Response to Objective #1:

A. Transactions Supported

1. Indicate if the card being issued by your financial institution functions wherever either Visa or MasterCard are accepted.

Response: PSECU issues two cards - VISA Credit Card (credit application must be submitted and approved based on member and/or joint owner's credit history), Debit Card (which can be used as signature based or PIN based).

Campus Cards can also be converted into an ATM/POS card. Once PINNED, the ID Card will allow the member to make ATM deposits and withdrawals and for point-of-sale purchases using a PIN number.

2. Please complete the attached form (see Appendix C) indicating transactions that will be supported by your ATMs located on our campuses. Feel free to expand upon the form and offer further explanation or description as appropriate. A separate response should be made for each machine proposed.

Response: See Attached Summary of Transactions Supported (Appendix C1 and C2).

Additional ATM Service Features Available to PSECU Members:

New PSECU applicants consent to a credit check at the time of application for membership. A favorable credit history is required to qualify an applicant for ATM service. Applicants that do not have a credit history are approved for ATM service, but cards may initially be issued with lower withdrawal limits (\$65/day). New card accounts are evaluated after six months and card limits may be raised to the standard limit (\$500/day) if the account is in good standing. Applicants that have questionable credit history may be granted ATM service, but card withdrawal limits are typically set at lower limits.

- Immediate access to funds after deposit. (Holds may be placed on large dollar deposits or on deposits if PSECU learns of account misuse by the cardholder. If holds are placed in this situation, we will tell the cardholder why the hold has been placed and when the funds will be available.);
- Standard withdrawal limit dependent upon amount approved with the flexibility to increase the amount withdrawn for emergency purposes;
- Cardholder selected PIN;
- Unlimited POS transactions up to members approved daily limit;
- Free ATM transactions – up to 15 transactions (withdrawals or deposits) per month;
- No minimum balance requirements on PSECU accounts;
- No account maintenance fees;
- No card issuance or replacement fees;
- Free ATM cards – two per account;
- No charge for use of ATM owned by other institutions (excludes surcharges charged by those institutions);
- Rebate on surcharged transactions at other institution ATMs – up to \$4 a month.

ATM Transaction Fees charged by PSECU:

- Under \$20 withdrawal limit – \$0.50 per transaction;
- Over 15 transaction limit (combined withdrawals and deposits) – \$0.50 per transaction after 15 transactions;
- Account balance inquiry at ATM – \$0.25 per transaction.

PSECU's ATM Program:

PSECU currently has 150+ ATMs strategically located throughout Pennsylvania. All PSECU ATMs are available to its membership surcharge-free. In addition, PSECU is the administrator of the CU\$® surcharge-free ATM alliance. The CU\$® alliance offers an additional 1,300+ surcharge-free ATM locations to PSECU members. PSECU also belongs to the Co-op network which offers an additional 28,000 Co-op Network ATMs. This includes: 9,000 deposit-taking ATMs and 5,500 7-Eleven locations (throughout the U.S. & Canada). Additional surcharge-free ATM locations can be found in PSECU's online ATM locator at www.psecu.com.

3. Is it possible for a second party, such as a parent of a student, to make a deposit to the student's account at one of your off-campus ATMs or offices? At another bank's ATM? If so, how and what restrictions would apply? How long would it take this transaction to be recognized in both cases?

Response: PSECU provides **second parties (parents)** a number of ways to get money into the student's account.

A second ATM card can be issued on the student's account, at no charge. Using the second card, the second party would be able to deposit to any other depository ATM in the STAR® ATM network (primarily PA, DE, NJ, MD). **Regardless of the ATM used, PSECU grants immediate availability to funds.** (Certain restrictions may apply; see explanation in Response to A.2.)

Parents can also open their own PSECU account and set up direct deposit and automatic transfers to fund their student's account. Transferring funds from parent to student account through psecu@home® online account access or self-service telephone is also free and easy. Qualified accountholders may apply for PSECU's exclusive online deposit service, UPost@Home®, and receive immediate deposit availability. Deposits may also be made by mail and are available the day the deposit is received and processed.

4. Indicate what liability and responsibility the financial institution and cardholder will have in the event of erroneous or unauthorized transactions.

Response: PSECU will provide ATM service in accordance with Regulation E so that the University will have no liability for lost, stolen or fraudulent use of ATM debit card.

Since the card uses a personal identification number (PIN) to secure the transaction, the only time an unauthorized transaction can occur is when the PIN is breached. PIN protection on ATM debit cards typically ensures cardholders against loss. Under Regulation E, the cardholder is liable only when unauthorized transactions are not reported timely.

Untimely reporting could increase cardholder liability to \$500. The credit union would absorb any excess amount.

In the case of erroneous transactions, where the student enters data incorrectly, PSECU staff will correct the error within two days. If an adjustment is necessary to the account (funds credited or debited) this would be done upon recognition of the error. There is no liability to the cardholder unless such action is done repeatedly and for fraudulent purposes.

5. Other services offered.

Response: See PSECU Benefits Attachment. PSECU will offer faculty, staff and students who become PSECU members the same range of services that it offers all its members, including:

- Cardholder-selected PIN for Campus ID Card with ATM debit service;
- Free ATM transactions – up to 15 transactions (withdrawals or deposits) per month;
- No minimum balance requirements on accounts;
- No account maintenance fees;
- No card issuance or replacement fees;
- Free Visa Check Cards (two per account) for ATM and point-of-sale transactions;
- No charge for use of ATMs owned by other institutions (excludes surcharges charged by those institutions);
- Surcharge-free CU\$® Alliance ATMs
- Rebate on surcharged transactions at non-PSECU ATMs – up to \$4 a month.

B. Customer Service

1. How will customer questions and/or complaints be handled?

Response: PSECU provides members and ATM users with a nationwide toll-free number 800.237.7328. Member Service Representatives are available to answer questions and concerns, Monday through Friday 7am to 5pm and Saturday 8 am to 12 pm. This toll-free telephone number is posted on the ATMs.

Questions and complaints can also be handled by the eCenter staff on campus.

Members and non-members may also search PSECU's online knowledgebase for answers, as well as e-mail comments, questions and suggestions, through our web site (www.psecu.com).

It has been our experience that members have found all of the above communication mediums useful for resolving their problems quickly and efficiently.

Additionally, PSECU has 24-hour toll-free self-service access for members to deactivate lost/stolen ATM debit cards through audio response telephone.

2. Will the financial institution have appropriate personnel on campus at mutually agreeable times and locations, to receive applications for cards from students, faculty and staff? Please explain how persons wishing a card at other times can obtain one?

Response: PSECU will continue to provide trained personnel and student interns in the eCenter to assist in the application process and adding the debit feature to ID cards. LHU students, faculty and staff may also utilize our online Netloan Lending Center to apply for a Visa Card or request a Check Card application. They may also use our toll-free telephone service at 800.237.7328 to request an application for a Check Card or Visa services.

3. What is the cost to the customer for opening and maintaining an account and receiving a card (check costs, minimum balance, service charges, etc.)?

Response: Membership in PSECU is a lifetime benefit.

Member obligation:

- \$1 membership/entrance fee;
- \$5 minimum balance in Regular Shares.

Checking:

- No minimum balance requirements;
- No per check fee;
- No monthly service fees;
- No check-writing limit;
- Free PSECU custom wallet-style checks;
- Free overdraft protection to Regular Shares or Personal Service Loan;
- Free online check images and eStatements;
- Free online account access;
- Free Bill Payer;
- No minimum balance to earn dividends;
- Online check reorders.

ATM:

- Immediate withdrawals after a deposit (Certain restrictions may apply; see explanation in Response to A.2.);
- Standard withdrawal limit dependent upon amount approved with the flexibility to increase the amount withdrawn for emergency purposes;
- Free ATM transactions – up to 15 transactions (withdrawals or deposits) per month;
- No card issuance or replacement fees;
- Free ATM cards – two per account;
- Use ATM cards for POS purchases anywhere that accepts PIN debit;
- No charge for use of ATMs owned by other institutions (excludes surcharges charged by those institutions);
- No surcharge at any ATM belonging to the CU\$ ATM alliance – more than 1,000 in PA;
- Rebate on surcharged transactions at foreign ATMs – up to \$4 a month.

Online Services

- psecu@home® Online Account Access:
- Free online account access with unlimited usage;
- Free unlimited Bill Payer;
- Free cleared check images;
- Free online statements;
- UPost@Home, make deposits online and enjoy immediately access to funds.

Check Card:

- Two free cards per account;
- Free replacement of lost/stolen cards;
- Use worldwide at merchants that accept Visa debit cards;
- Use for POS purchases anywhere that accepts PIN debit;
- Free security and fraud protection;
- Zero liability if card is lost or stolen;
- Ability to report lost/stolen credit cards 24/7;
- E-mail Alerts when card is used for purchases;
- Doubles as an ATM card.

Possible Account Service Fees:

- Insufficient funds for Bill Payer automatic payment - \$30;
- Insufficient funds for checks and electronic transfers - \$30;
- Stop payment - \$10 per individual check; \$15 for a consecutive series; Returned deposited item - \$5;
- Domestic Wire Transfer sent from PSECU - \$10; No charge by PSECU for wires sent to PSECU from another financial institution;
- Foreign Wire Transfer sent from PSECU - \$25;
- Visa® late payment - \$20;
- Over Visa® limit- \$20.

ATM Transaction fees:

- Under \$20 withdrawal limit - \$0.50 per transaction;
- Over 15 transaction (combined withdrawals and deposits) limit - \$0.50 per transaction after 15 transactions;
- Account balance inquiry at ATM - \$0.25 per transaction;
- \$4 ATM deposit adjustment fee;
- \$5 return deposit items fee.

4. What will the financial institution charge the cardholder or cardholder's financial institution for various transactions? Please include a complete fee schedule including international transactions.

Response: Non-PSECU cardholders will be assessed a \$1.50 surcharge for withdrawals at PSECU ATMs. Deposits are not surcharged.

ATM Transaction fees:

- Under \$20 withdrawal limit - \$0.50 per transaction;
- Over 15 transaction (combined withdrawals and deposits) limit - \$0.50 per transaction after 15 transactions;
- Account balance inquiry at ATM - \$0.25 per transaction;
- \$4 ATM deposit adjustment fee;
- \$5 return deposit items fee.

5. With which network(s) is the ATM that you are proposing affiliated?

Response: PSECU is affiliated with the STAR Systems, American Express, Cirrus, Co-op, Discover, MasterCard, Plus, Visa and Quest.

6. Will the financial institution, at its expense, contact new students by mail to inform them of this service before their arrival to campus on the basis of a mailing list provided by the University?

Response: PSECU's Marketing Department will perform mailings to incoming students prior to Orientation, or if the university will do so, include PSECU materials with the university's materials at Orientation. Marketing will also mail to upperclassmen, faculty and staff. PSECU will assume the costs of our material, mailing and postage. If University chooses to accept PSECU's offer of exclusivity, then PSECU will be granted the right to be the exclusive on-campus provider of such financial services and marketing of such as per the Remuneration Proposal page attached in the sealed envelope.

C. Maintenance and Security

1. In the event of a machine malfunction or breakdown, who should be notified and how? By whom? How quickly will repairs be effected and by whom?

Response: PSECU contracts with Diebold, Inc., a leading global supplier of ATMs, to provide maintenance to our ATMs. University ATMs are on a two-hour (7 days a week from 8 a.m. to 10 p.m.) response service contract. PSECU staff monitors real-time status of ATM incidents and availability during normal business hours, through STAR's online software. STAR monitors our network during non-business hours via online interface to our maintenance provider. Sensors in the ATM alert STAR immediately of any fault in the machine (out of cash, paper jams, etc.). Notification of Diebold occurs within 15 minutes of the fault.

Additionally, the University may report ATM problems directly to PSECU staff by either contacting the eCenter staff or calling 800.237.7328, extension 2354, option 1.

2. Describe maintenance and services that will be provided to the ATM and an approximate schedule of the same?

Response: There are currently two depository ATMs located on the Main Campus, maintenance is performed by Diebold; whereas cash replenishments are performed on an as needed basis (dependent upon the cash being used) and deposits are pulled daily (Monday through Friday). Cash replenishment at the Clearfield Campus ATM occurs once a month.

D. Installation.

1. The financial institution will bear all costs of installation to University standards to include: structure modifications, power supply components, lighting, and communications? What provisions will be made for wheelchair-bound customers?

Response: PSECU will bear all cost of installation to University standards and utilities, including the cost of installing electrical connections and all telephone costs (installation and monthly charges).

PSECU will ensure Americans with Disabilities Act (ADA) accessibility compliance for access by any person with a disability.

2. Financial institution will cooperate and coordinate with the University's professional staff and contractors prior to and during the initiation period.

Response: PSECU has already installed two full function ATMs on the Main Campus and a withdrawal only ATM at the Clearfield Campus.

E. Financial

1. The financial institution will bear all operating costs of the equipment to include utilities and maintenance, except for the cost of electricity which will be provided by the University.

Response: PSECU will bear all cost of installation and utilities with the exception of electricity. PSECU will bear the cost of installing electrical connections.

PSECU's full-service ATM program includes:

- Telephone line installation and maintenance (the ATM telephone line is billed directly to PSECU);
- ATM security monitoring;
- ATM location signage – exterior and interior per site location needs;
- All supplies and maintenance;
- Insurance for any damages to machines through loss, theft, or vandalism;
- All transaction processing and cash handling.

2. In consideration of authorization to operate and locate its ATM(s) on the Lock Haven University campus, please propose a flat monthly fee which you will pay to Lock Haven University for authorization to install the machine(s) proposed.

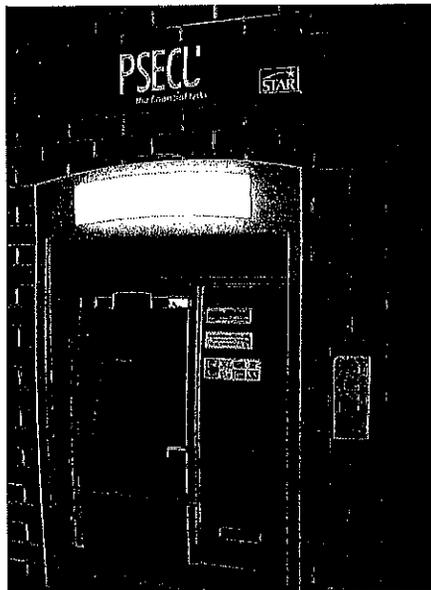
Response: Refer to data in attached sealed envelope.

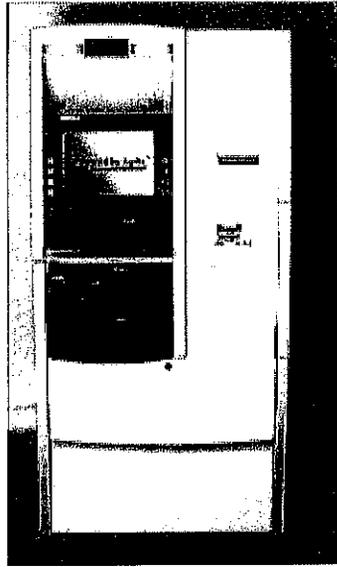
F. Appearance

Please provide a photograph of the ATM(s) installation being proposed and indicate the closest location to Lock Haven University where such an installation can be observed.

Response: PSECU currently has a Diebold Opteva 720 located on Lock Haven University Campus in Bentley Hall on Fairview Street, an Diebold Opteva 720 (thru-the-wall) ATM at Parsons Union Building (PUB) and a Diebold 1064 at Founder's Hall on the Clearfield campus.

PSECU proposes retaining all of the existing 3 ATMs; 2 on Lock Haven University's main campus and 1 at the Clearfield Campus.





Response to Objective #2:

A. Description of Services

1. Please provide a written description of the service center proposed and any illustrations or photographs of said services.

PSECU Response:

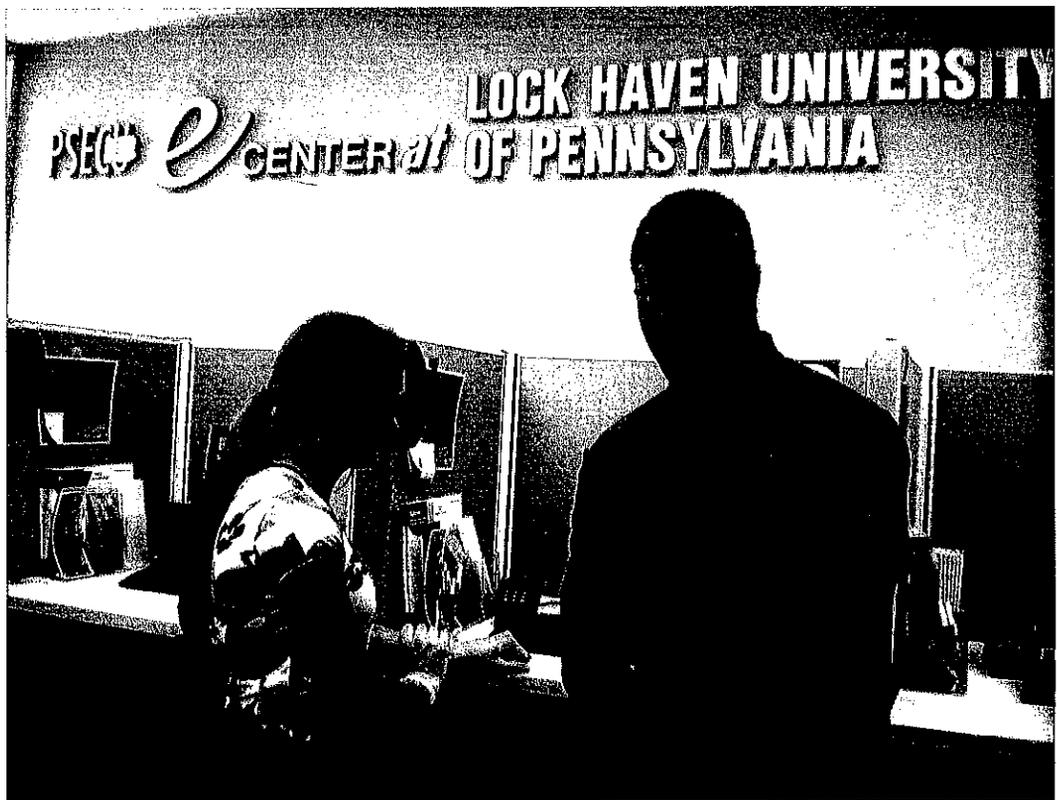
eCenter Description

The eCenter operates as a "Marketing Center" that promotes our automated systems and services. Lock Haven University interns demonstrate the use of online banking for new and existing members. Online loan applications are also available. These requests are accommodated with PC booths. The Self-Service Telephone and Interactive Voice Response Unit are available through a telephone bank. A PSECU ATM, located in close proximity to the eCenter, is available for deposits, withdrawals and marketing promotions.

New member applications are at the eCenter and both the \$1 entrance fee and \$5 initial share purchase or deposit for a new account are waived. No cash or checks are handled at the eCenter; all deposits are directed to the ATM. All brochures, applications, and literature available in our other lobbies are available in the eCenter. Lock Haven University interns do not have access to member account information.

Below are the requested photographs of the current PSECU eCenter located on the Lock Haven University campus.





2. Please provide a copy of the proposed operating manual for the service center.

PSECU Response:

SCOPE OF LOCK HAVEN UNIVERSITY eCENTER OPERATIONS

PSECU uses the following guidelines when operating the PSECU eCenter at Lock Haven University:

The operation is open 30 hours a week. LHU has helped recommend the hours of operation. The eCenter does not operate during hours when the Student Center is closed. Saturday or summer hours are based on operational needs.

Lock Haven University eCenter staff consists of:

- A PSECU Business Advisor
- Lock Haven University Student eCenter Management Interns (management level)
- Lock Haven University Student eCenter Interns (member service level)

During operational hours, the eCenter is staffed with one Business Advisor or one eCenter Management Intern, and one eCenter Intern.

During downtime, eCenter Interns will cross-sell membership and new services/products to LHU enrollees.

When LHU is closed, the eCenter will be closed.

Specific staff responsibilities and duties are listed in the Position descriptions below.

A PSECU Administrator of eCenter Operations oversees the recruitment, selection, training, and scheduling of student interns.

Position Descriptions

eCenter Management

Business Advisor

Salary \$20 per hour plus incentives

- Responsible for the operation of the eCenter and report to the Administrator of eCenters Operations.
- Eligible to earn performance incentives.

eCenter Management Intern

Salary \$9 per hour plus incentives

- Duty is to oversee the operation of the eCenter and report to the Business Advisor.
- Other duties can include assisting with service applications, assisting in filling out new account forms, supervising eCenter Interns, and providing input into the development of marketing strategies and plans.
- Eligible to earn performance incentives for accounts opened and selected services sold

eCenter Member Service

Student eCenter Intern

Salary \$8 per hour plus incentives

- Duties can include assisting in filling out new account forms, cross-selling credit union services, handling member problems, and demonstrating home banking.
- Along with eCenter responsibilities, students can be required to work on projects assigned by PSECU pertaining to membership drives and service referral programs.
- Eligible to earn performance incentives for accounts opened and selected services sold

Hiring and Training of Interns

- PSECU is responsible for the recruiting and hiring of interns.
- PSECU provides paid training for eCenter Interns. The training is held at LHU.
- eCenter Management and eCenter Intern training is conducted by a PSECU representative.

Outline of Services Offered at the Lock Haven University eCenter

The following is a list of services available to students, faculty and staff of Lock Haven University as well as their families.

Checking

- No minimum balance to earn dividends
- No monthly service charge
- No check writing limit
- Free PSECU custom checks
- Free overdraft transfer service
- Free archiving of canceled checks
- Online cleared check images through our online account access (psecu@home®)
- Check search capability through our online account access (psecu@home®)

ATM/Check Card/ID Card

- Over 1,300 CU\$® surcharge free ATMs including PSECU on campus ATM's
- Rebate program on foreign ATM surcharges – up to \$4 a month
- Free member ATM transactions – up to 15 transactions (withdrawals or deposits) per month
- No account maintenance fees
- Point of sale purchases at merchants displaying the STAR® or VISA® logos
- Welcome at merchants accepting VISA® debit cards
- Zero liability for lost or stolen cards
- PSECU may charge a \$1.50 Non-member surcharge fee per transaction for ATMs on University premises

Additional Deposit Services

- Regular Shares
- Money Market
- Certificates
- IRAs
- Christmas/Vacation Shares
- Investment Services

Auto Loans

- New and used vehicle purchases
- Pre-approved auto drafts
- Online applications with 30 second responses
- Apply with Loan by Phone
- Low interest rates
- **Terms from 24 to 84 months**

Home Equity

- No application fee
- No closing costs
- No appraisal fee
- No credit report fee
- Competitive fixed or variable rate

Additional Services

- Personal Service Loans
- Mortgages
- Convenient electronic debit for fast repayment with direct payment
- Online membership applications
- 30 second responses on loan applications
- Auto Buying center
- Financial Calculators
- CU\$® surcharge free ATM locator
- UPost@Home®, online deposit service
- 24 hour account access with online account access (psecu@home®)
 - Free Bill Payer; pay up to 80 bills per account
 - View account balances and transactions
 - View monthly deposits, checks and statement images
 - Reorder checks
 - Transfer funds
 - Wireless internet banking

Outline of Value Added Programs Offered

The following value added programs, seminars, educational services and promotions have been offered to the Students, Faculty and Staff at Lock Haven over the past five years:

Educational Seminars

Many of our educational seminars have been developed specifically for our college age members. They include but are not limited to the following:

- **Money Management 101**
A detailed plan that educates students on the benefits of budgeting and living within your means and dangers of running up credit card debt.
- **Checking Account Management Educational Program***
Account basics – from how to endorse a check, how to do a stop payment, how to reconcile an account; etc.
- **College Financing Seminars**
Exploring the various options open to students and parents in regard to student loans and financial aid.
- **Car Buying Seminars**
How to use the tools PSECU makes available to our member when they are in the market to purchase a new or used car. Perfect for the first time buyer.
- **10 Steps to Financial Success***
From developing a spending plan, setting goals weighing insurance options, this seminar covers the core concepts necessary to develop and maintain personal financial control.
- **PSECU Financial Services Retirement Seminars**
PSECU Financial Services (PFS), a subsidiary of PSECU, offers various seminars on planning for retirement. (Geared more to faculty and staff.)
- **Solving the Mystery of Credit Reports***
An overview of credit bureaus, credit scoring and the Fair Credit Reporting Act. It also includes guidance in dealing with identity theft and fraud.
- **Getting Out of Debt ***
After developing short-, mid- and long-term goals, participants learn how to design realistic spending and savings plans.
- **First Time Home Buyer Seminar ***
A guide for those in the market for their first home; includes setting realistic expectations and how budget for this purchase.

*These seminars are part of PSECU's financial fitness training program and include a new credit counseling service for those members burdened with too much debt.

Appendix C1

Summary of Transactions Supported Through Campus Depository ATM				
	To Your Cardholders (Yes/No)	To Cardholders of Other Banks (Yes/No)	Limitations/Restrictions	Approximate Time to Recognize Transaction
1. Cash Deposits at				
a. Campus ATM	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	Set by other FI	Real time
d. An office of your bank	Yes	No	None	Real time
2. Check Deposits at				
a. Campus ATM	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	Set by other FI	Real time
d. An office of your bank	Yes	No	None	Real time
3. Transfers Between Accounts initiated at				
a. Campus ATM	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	PSECU members subject to ATM transaction fees - see response section 4	Real time
d. An office of your bank	Yes	No	None	Real time
4. Cash Withdrawals at				
a. Campus ATM	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	PSECU members subject to ATM transaction fees - see response section 4	Real time
d. An office of your bank	No	No	N/A	N/A
5. Deposit of Non-monetary items (check orders, etc)				
a. Campus ATM	No	No	N/A	N/A
b. Off-Campus ATM - your bank	No	No	N/A	N/A
c. Off-Campus ATM - other banks	No	No	N/A	N/A
d. An office of your bank	Yes	No	None	N/A
6. Payments to Accounts Normally Collected				
a. Campus ATM	No	No	N/A	N/A
b. Off-Campus ATM - your bank	No	No	N/A	N/A
c. Off-Campus ATM - other banks	No	No	N/A	N/A
d. An office of your bank	Yes	No	None	N/A
7. Additional Financial Services Offered By Financial Institution to University				

Appendix C2

Summary of Transactions Supported Through Campus Cash Dispensing ATM				
	To Your Cardholders (Yes/No)	To Cardholders of Other Banks (Yes/No)	Limitations/Restrictions	Approximate Time to Recognize Transaction
1. Cash Deposits at				
a. Campus ATM	No	No	N/A	N/A
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	Set by other FI	Real time
d. An office of your bank	Yes	No	None	Real time
2. Check Deposits at				
a. Campus ATM	No	No	N/A	N/A
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	Set by other FI	Real time
d. An office of your bank	Yes	No	None	Real time
3. Transfers Between Accounts initiated at				
a. Campus ATM	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	PSECU members subject to ATM transaction fees - see response section 4	Real time
d. An office of your bank	Yes	No	None	Real time
4. Cash Withdrawals at				
a. Campus ATM	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
b. Off-Campus ATM - your bank	Yes	Yes	PSECU members subject to ATM transaction fees - see response section 4	Real time
c. Off-Campus ATM - other banks	Yes	N/A	PSECU members subject to ATM transaction fees - see response section 4	Real time
d. An office of your bank	No	No	N/A	N/A
5. Deposit of Non-monetary items (check orders, etc)				
a. Campus ATM	No	No	N/A	N/A
b. Off-Campus ATM - your bank	No	No	N/A	N/A
c. Off-Campus ATM - other banks	No	No	N/A	N/A
d. An office of your bank	Yes	No	N/A	N/A
6. Payments to Accounts Normally Collected				
a. Campus ATM	No	No	N/A	N/A
b. Off-Campus ATM - your bank	No	No	N/A	N/A
c. Off-Campus ATM - other banks	No	No	N/A	N/A
d. An office of your bank	Yes	No	None	N/A

Remuneration Proposal of PSECU

For

Lock Haven University RFP #BB2011-01

For the privilege of being the exclusive provider of ATM, Debit Card and on-campus Financial Services to the Lock Haven University Community for the next five years, PSECU is offering the following flat monthly remuneration to the University \$1,500.00 for the ATM Services and \$5,650.00 for e-Center Services.

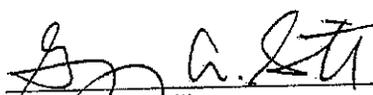
PSECU will also offer a \$10,000.00 re-signing bonus payable January 1, 2012.

As an additional option to the University, for an annual fee from PSECU of \$2,200 the University will grant to PSECU the right to be the exclusive financial services provider on campus and at all orientation events and shall enforce this right. This exclusivity shall not extend to the provision of financial aid refund services to the University (e.g. Higher One), and to educational and training services offered to employees.

WTH

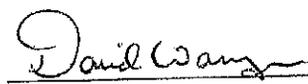
65

ATM Services-\$1,500.00 per month-\$18,000.00 per year	\$ 90,000.00
e-Center Services-\$5,650 per month-\$67,800.00 per year	\$ 339,000.00
Resigning bonus \$10,000.00	\$ 10,000.00
Total Remuneration to the University for these Exclusive Financial Services	\$ 439,000.00
Exclusivity Fee-\$2,200.00 per year for 5 years	\$11,000.00
Total Over Life of the Contract	\$450,000.00



 Gregory A. Smith
 President and CEO

3-23-2011
 Date



 Dave Warwavesyn
 Vice President Member Services

3-23-2011
 Date



 Tom Ruback
 Vice President Card Services

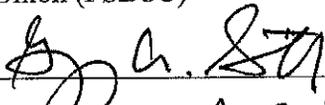
03/24/11
 Date

Credit Union Member Information Confidentiality The University agrees, acknowledges, and recognizes that the Credit Union is a highly regulated financial institution under a strict duty of confidentiality with regard to its operations and its member records, specifically any "confidential member information". Confidential member information shall specifically include all non-public member data, account or personal information, such as account numbers, access codes, account ownership and names of account owners, demographic information, and financial transactions conducted within those accounts. Except as otherwise required by law, the University will not sell, transfer or share with any third parties any confidential member information which it receives during the ordinary course of conducting business through the Service Center or otherwise, unless it receives prior written consent from the Credit Union following notice given to the Credit Union by the University specifying exactly what information is to be shared and with whom it will be shared and the reason permission to disclose is being requested. Except as otherwise required by law, any confidential member information received by the University, or any Credit Union-approved recipients, may be used only as is necessary to complete the stated purpose of this Agreement. Notwithstanding anything in this Agreement to the contrary, the rights and responsibilities regarding confidential member information as herein stated shall survive indefinitely the termination of this Agreement.

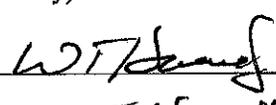
Security Breach Notice Notwithstanding anything in this Agreement to the contrary, University agrees to fully disclose any breach in its security resulting in unauthorized intrusions that may materially affect PSECU or its customers (members). University agrees to report the date and time of any material breach, the effect of the breach on PSECU and specific corrective action University is taking in response to the intrusion.

For the purposes of this agreement, an "exclusive provider" shall be defined as the provider of banking services as specifically outlined in the Request For Proposal Objective #1 (RFP) #BB2011-01. "Exclusive Financial Services" shall be defined as those outlined in the Request For Proposal (RFP) #BB2011-01 Objective #2. It is also agreed that PSECU will be the exclusive provider for banking services at any student orientation activities. This agreement allows the University to allow financial planning information seminars/educational workshops to be conducted on campus by other financial service providers including PSECU.

Pennsylvania State Employees
Credit Union (PSECU)

By: 
Name: Gregory A. Smith
Title: President

Lock Haven University of Pennsylvania
(University)

By: 
Name: WT Hanley
Title: VP, Finance & Admin

Addendum II to Merchant Application and Agreement

PSECU Legal Clauses

This Addendum is made and entered into by Lock Haven University and PSECU to amend and supplement the standard Blueback Contract Commonwealth of Pennsylvania State System of Higher Education Contract (The Agreement) for Automatic Teller Machine (ATM), Debit Card Services and Additional Financial Services (BB2011-01) .

The language set forth below shall be in addition to the terms contained in the contract, except as otherwise stated herein.

Confidential member information

- Lock Haven University agrees, acknowledges, and recognizes that PSECU is a highly regulated financial institution under a strict duty of confidentiality with regard to its operations and its member records, specifically any "Confidential Member Information". Confidential Member Information shall specifically include all non-public member data, account or personal information, such as account numbers, access codes, account ownership and names of account owners, account owner email addresses, demographic information, and financial transactions conducted within those accounts. Lock Haven University will not sell, transfer or share with any third parties any Confidential Member Information which it receives during the ordinary course of conducting business with PSECU or otherwise, unless it receives prior written consent from PSECU following notice given to PSECU by Lock Haven University specifying exactly what information is to be shared and with whom it will be shared and the reason permission to disclose is being requested. Any Confidential Member Information received by Lock Haven University, or any PSECU-approved recipients, may be used only as is necessary to complete the stated purpose of this Agreement.

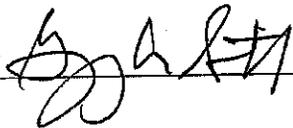
Notwithstanding anything in this Agreement to the contrary, the rights and responsibilities regarding Confidential Member Information as herein stated shall survive indefinitely the termination of this Agreement. Furthermore, Lock Haven University agrees and promises to destroy any Confidential Member Information that it has received or obtained from PSECU, including any copies, immediately upon receiving written notice from PSECU to destroy such Information, including any medium upon which or within which that Information resides. Lock Haven University agrees to destroy all Confidential Member Information that it has received or obtained from PSECU, and any copies made, not later than the date of termination of this Agreement, and Lock Haven University also agrees to provide PSECU with written assurance of such destruction upon the written request of PSECU. Acceptable means of destruction include fine shredding of any paper copies, complete incineration of any applicable software or compact discs or DVDs, and the complete deletion of all applicable electronic copies and backups so that no Information is readable or reproducible in any format.

Inspection of Records - Lock Haven University shall make available, at no added expense to itself, all accounting, operational and business records, which are in Lock Haven University's possession or under its control and which are necessary to verify the basis for all charges billed to Credit Union hereunder, available for Credit Union's examination upon at least five (5) business days prior written notice. Inspection shall be during Lock Haven University's regular business hours, and records shall be made available for the term of the Agreement up to a period of three (3) years after its completion or termination. Any Lock Haven University subcontracts directly related to this Agreement shall contain a similar provision to this paragraph, giving Credit Union the above rights

Notice of Security Breach - We will require Lock Haven University to notify us if they experience a breach in security.- Notwithstanding anything in this Agreement to the contrary, Lock Haven University agrees to fully disclose any breach in its security resulting in or from any unauthorized intrusions, or any loss or theft of information or information storage, that may pertain to any information of Owner or its members. Lock Haven University agrees to report the date, time, and manner of any such breach, the effect of the breach on Owner, and any specific corrective action Lock Haven University will be taking in response to the intrusion, loss or theft directly to the Owner within 24 hours of recognition of said breach, loss or theft of information or information storage."

Pennsylvania State Employees Credit Union

Lock Haven University of Pennsylvania

BY 

BY 

Name Gregory A. Smith

Name WT Hanckly

Title President

Title VP, Finance & Admin