



DATE: August 6, 2015

TO: All Third Party Commercial Driver's License Testers & Interested Applicants

**SUBJECT: Amendment 10 - Contract # 353R08
Request For Applications (RFA) "Third Party Commercial Driver's License
Skills Testing Services"**

This letter serves as an official notification and the consolidation of all previous Amendments as well as new changes to the Request For Applications, RFA Contract # 353R08 – "Third Party Commercial Driver's License Skills Testing Services". Specifically, this document applies to all parties interested in submitting an application to participate in the program and all existing Third Party CDL Skills Testing Services contractors.

The objectives of the program are to obtain qualified testers for the Third Party Commercial Driver's License Skills Testing Services program; to expand geographic coverage throughout the Commonwealth of Pennsylvania; and, to continue to offer high quality testing standards, outstanding service and security of records for the benefit of our customers. Functions which the Third Party Testers will perform include, but are not limited to, examining customers' permits, registration and insurance to ensure that all legal requirements are met; completing the necessary Commonwealth forms and procedures for test scoring and record keeping; and, administering the skills portion of the test in accordance with testing procedures provided by the Department.

The RFA, issued on April 19, 2004, has an Open Enrollment period and applications will be accepted until such time as the Department of Transportation, at its discretion, decides to cancel this RFA. Interested applicants should review these changes thoroughly before completing an application. The enclosed signature page must be signed by an official authorized to bind the applicant to the provisions of the program. Applicants must return the executed Amendment 10 with their application package according to the instructions in the RFA.

Existing Third Party CDL Skills Testing contractors may have received and acknowledged prior Amendments; however, the Department requests all Third Party Testers to pay particular attention to the new requirements in Amendment 10. These new requirements directly impact the qualifications, certifications, operations and procedures of Third Party Testers and Examiners. After reviewing Amendment 10, existing Testers must execute the signature page, ensuring that the signatory is an official authorized to bind the Tester/contractor to the provisions of the program. Return this signed document to the Contract Administrator within 15 business days of receipt.

All other terms and conditions not affected by this Amendment to RFA 353R08 shall remain in full force and effect. Please sign, print your title and date your signature on the page 3. **Please be sure that an appropriate signatory executes this amendment.**

Please retain a copy for your files and return this letter with the signature page to:

Terri Martini, Contract Administrator
Bureau of Office Services
PA Department of Transportation
Commonwealth Keystone Building
400 North Street, 5th Floor
Harrisburg, PA 17120-0041

A completely executed copy of this amendment will be returned to you. If you have any questions, please contact me at (717) 346-9707 or by email at tmartini@pa.gov.

Thank you for your continued support of the Third Party CDL Skills Testing Services.

Sincerely,



Terri Martini,
Contract Administrator

cc: Steve Cantini, Program Manager, Bureau of Driver and Vehicle Services
File

Accepted By (For the Contractor):

Please provide your RFA 35308 contract number (Example: 353R08-0xx or 353R08-8xx)

_____ Date _____

Company: _____

Signature: _____

Print Name: _____

Title: _____

Accepted By (For PennDOT):

Signature: _____ Date: _____

Print Name: _____

Title: Contract Administrator

AMENDMENT 10
RFA #353R08
***“THIRD PARTY COMMERCIAL DRIVER’S LICENSE SKILLS
TESTING SERVICES”***

A Consolidation of Change Notices and Amendments 1-9
#353R08

The Request For Applications (RFA) #353R08, “Third Party Commercial Driver’s License Skills Testing Services,” has been amended several times since it was issued on April 19, 2004. Amendment 10 includes all previous amendments and a new amendment of the RFA. Following are the additions, deletions and changes of all amended segments of the RFA.

Change Notice 1 amends Part IV--Work Statement, XIV Test Administration, C.3.b and C.3.c

From:

3b) Evidence of such insurance coverage, in the form of a certificate from the insurance carrier, shall be filed by the Third Party Tester with the Department prior to execution of the Contract. The certificate shall stipulate that the insurance contract carried by the Third Party Tester provides for cancellation only upon 30 days prior written notice to the Department. The Department shall be named as an additional insured. The certificate shall include the make, model, year, and motor or serial number of every vehicle, which will be used for testing purposes.

3c) When a vehicle is added to or exchanged in a testing program fleet covered under a fleet insurance plan, the Third Party Tester shall provide the Department a copy of the policy rider issued by the insurance carrier showing the addition or exchange, with complete descriptions of the vehicles involved.

To:

3b) Evidence of such insurance coverage, in the form of a certificate from the insurance carrier, shall be filed by the Third Party Tester with the Department prior to execution of the Contract. The certificate shall stipulate that the insurance contract carried by the Third Party Tester provides for cancellation only upon 30 days prior written notice to the Department. The Department shall be named as an additional insured.

3c) When a vehicle is added to or exchanged in a testing program fleet covered under a fleet insurance plan, the Third Party Tester shall notify the Department.

Change Notice 2 changes the sole point of contact in **Part 1—General Information for Applicants, Section 1-2, Issuing Office**

From:

Darlene Greenawald, telephone number (717)705-6476; email address dargreenawald@state.pa.us

To:

Terri Martini; telephone number (717)346-9707; email address tmartini@pa.gov.

Amendment 1 changes **Part II--Information Required from Applicants, II-3, Work Plan** on Page 8

From:

II-3. Work Plan. Describe in narrative form how you will meet the requirements for on-line service providers as listed in Part IV—Work Statement for each of the following: (Be sure to address all items under each heading as listed below.)

To:

II-3. Work Plan. Describe in narrative form how you will meet the requirements for Third Party Commercial Driver's License Skills Testing as stated in Part IV—Work Statement for each of the following: (Be sure to address all items under each heading as listed below.)

Amendment 2 changes the date in **Part 1--General Information for Applicants, 1-8 Questions and Answers Session** on Page 3

From:

May 3, 2004

To:

May 14, 2004

Amendment 4 adds **Part IV--Work Statement, XIV Test Administration, C-4:**

4. Vehicles used for CDL Skills Testing shall be marked with a clear, visible, legible sign indicating "CDL Test in Progress" prominently on the driver's door, passenger door and rear of the vehicle. All signs shall be white in background with red letters at least eight inches high.

Amendment 5 changes **Part IV—Work Statement, Work Statement, IV Definitions**, 4th bullet point

From:

“Driver” means each person who is administered a partial or full skills test where a CDL Driver Examination Report (DL402CD) must be completed.

To:

“Driver” means each person who is administered a partial or full skills test where a CDL Driver Examination Report (DL402CD), and a Pennsylvania Commercial Driver’s License Skills Test Log/Score Sheet (DL-403CD), must be completed.

Part IV—Work Statement, V Requirements for Third Party Testers, A-13 changes

From:

13. Maintain on file a written quarterly internal review of all CDL testing procedures and policies.

To:

13. Maintain on file a written quarterly internal review of all CDL testing procedures and policies. Conduct and maintain on file an internal quarterly audit on all Third Party Examiners employed.

Part IV—Work Statement, V Requirements for Third Party Testers, C-1 and 2 changes

From:

1. All records of Third Party administered tests must be kept in a secure area at the third party testing location, under lock and key. This includes individual test results, weekly reports, monthly reports, and any blank forms.

To:

1. Pursuant to the Pennsylvania Vehicle Code: Title 75: 6114, Limitation on sale, publication and disclosure of records; Under no circumstances is the Third Party Tester or Third Party Examiner permitted to sell, publish, or disclose records or reports which relate to the driving record of any person except as provided under the terms of its agreement with the Department. This prohibition specifically includes, but is not limited to, the CDL Driver’s Examination Report (DL-402CD) or the CDL Skills Test Score (DL-403CD).

2. All records of the Third Party administered tests must be kept in a secure area at the third party testing location, under lock and Key. This includes individual test results, weekly

reports, monthly reports, and any blank forms. These records are to be kept separate and must not be made part of any personnel or training file.

Part IV—Work Statement, V Requirements for Third Party Testers, D-1 changes

From:

1. Upon completion of any Third Party Skills Test, the original copy of the CDL Driver's Examination Report, (DL402CD) and the CDL Skills Test Score Sheet (DL-403CD) is delivered, mailed, or faxed to the Driver License Center assigned to the Third Party Tester. The original of any faxed copy must be kept on file by the Third Party Tester for a minimum of 2 years.

To:

1. Upon completion of any Third Party Skills Test, the original copy of the CDL Driver's Examination Report, (DL402CD) and the CDL Skills Test Score Sheet (DL403CD) is delivered, mailed, or faxed to the Driver License Center assigned to the Third Party Tester. The original of any faxed copy must be kept on file by the Third Party Tester for a minimum of 2 years.

Part IV—Work Statement, XIII Notification Requirements, 1. b) changes

From:

b) The Third Party Examiners who are employed by the Third Party Tester.

To:

b) A change in the Third Party's Tester's Owner, Chairman, President, Vice President, Senior Vice President, Chief Executive Officer, Chief Operating Officer or Superintendent.

Paragraph 13 of the Public Commercial Driver's License Testing Agreement changes

From:

13. This document and all exhibits, either attached or incorporated herein by reference, constitute the entire Agreement between parties, and no other terms shall form a part hereof, except by written amendment, fully executed and approved.

To:

13. This document and all exhibits, either attached or incorporated herein by reference, constitute the entire Agreement between the parties, and no other terms shall form a part hereof, except by letter, signed by the contract administrator and an official authorized to bind the Contractor to its provisions.

Amendment 6 adds the following **Appendices**:

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract/Agreement. Therefore, this Contract/Agreement is subject to, and the [name of contracting party] shall comply with, the clause entitled Contract Provisions-Right to Know Law, attached as **Appendix F** and made a part of this Contract/Agreement. As used in this Contract/Agreement, the term “Contractor” refers to the [Name of contracting party].

Reference **Appendix A, Commercial Driver’s License Testing Agreement (Public & Non-Public)**, Section 15 **has been changed** to read as follows:

Contractor Integrity Provisions amended June 17, 2010 referenced as **Appendix G**.

Reference **Appendix A, Commercial Driver’s License Testing Agreement (Public & Non-Public)**, Section 15 **has been changed** to read as follows:

Commonwealth Nondiscrimination/Sexual Harassment Clause amended July 19, 2010 referenced as **Appendix H**.

Amendment 7 adds the following **Appendix**:

Reference **Appendix A, Commercial Driver’s License Testing Agreement (Public & Non-Public)**, Section 15 **has been changed** to read as follows:

Contractor Responsibility Provisions amended October 25, 2010 referenced as **Appendix I**.

Amendment 8 changes **Part IV—Work Statement, V Requirements** for Third Party Testers, A3.

From:

3. Employ at least one certified Third Party Examiner.

To:

3. Employ at least two certified Third Party Examiners that are not immediate family members of the Third Party Tester. Require that Third Party Examiners do not administer the skills exam to an immediate family member or personal friend.

Part IV--Work Statement, VIII Requirements for Third Party Testers, B. 10 changes

From:

10. Conduct skills tests on behalf of the Third Party Tester in accordance with these requirements or any subsequent requirements and in accordance with current instructions provided by the Department.

To:

10. Conduct skills tests on behalf of the Third Party Tester in accordance with these requirements or any subsequent requirements and in accordance with current instructions provided by the Department.

- a. Do not administer the skills exam to an immediate family member or personal friend.

Part IV--Work Statement, VII Service Personnel and Staffing Requirements, B changes

From:

B. It will be the responsibility of the CDL Third Party Tester to obtain a Pennsylvania State Police background check of all personnel to be employed in the CDL Third Party Testing program to determine if they have been convicted of a criminal offense. If such a conviction exists, the CDL Third Party Tester must furnish the facts of the offense to the Department, and secure Department approval before hiring or utilizing the person involved. The Department takes the position that anyone convicted of a criminal offense is not necessarily barred from employment by the CDL Third Party Tester in all cases. Each case will be considered on its merits. Pennsylvania State Police background checks of all personnel employed in the CDL Third Party Testing program shall be updated annually and submitted to the Department.

To:

B. It will be the responsibility of the CDL Third Party Tester to obtain a Pennsylvania State Police background check of all personnel to be employed in the CDL Third Party Testing program to determine if they have been convicted of a criminal offense. If such a conviction exists, the CDL Third Party Tester must furnish the facts of the offense to the Department, and secure Department approval before hiring or utilizing the person involved. The Department takes the position that anyone convicted of a criminal offense is not necessarily barred from employment by the CDL Third Party Tester in all cases. Each case will be considered on its merits. Pennsylvania State Police background checks of all personnel employed in the CDL Third Party Testing program shall be updated annually and submitted to the Department.

Third Party CDL Test Examiner Certification will be rescinded of all Test Examiners who:

- Do not pass annual nationwide criminal background checks. Criteria for not passing the criminal background check must include at least the following:
- Any felony conviction within the last 10 years; or
- Any conviction involving fraudulent activities within the scope of Pennsylvania consolidated statutes Title 18 Chapter 9124 and 9125.

Amendment 9 changes **Part IV--Work Statement, V Requirements for Third Party Testers, Section D. Test Results Processing, paragraph one (1) on Page 16**

From:

1. Upon completion of any Third Party Skills Test, the original copy of the CDL Driver's Examination Report (DL402CD) is delivered, mailed, or faxed to the Driver License Center assigned to the Third Party Tester. The original of any faxed copy must be kept on file by the Third Party Tester for a minimum of 2 years.

To:

1. Upon completion of any Third Party Skills Test, the original copy of the CDL Driver's Examination Report (DL402CD) and CDL Skills Test Log/Sheer (DL-403CD) is delivered, mailed, or faxed, to the Bureau of Driver Licensing central office in Harrisburg, PA or to the Driver License Center assigned to the Third Party Tester or is electronically posted to the driver record and delivered to PennDOT in Harrisburg. The original of any faxed copy must be kept on file by the Third Party Tester for a minimum of 2 years. If posted electronically, a document must have a Work Identification Number (WID) number placed on it and original documents must be forwarded to the Department in accordance with the procedures described in "WID and Document Submission Manual for 3rd Party CDL Testers".

Adds **Section D. 4.** to **Part IV--Work Statement, V Requirements for Third Party Testers, D:**

4. Requirements for Electronic Posting of Third Party Skills Test Results:

a. EQUIPMENT/HARDWARE/TELECOMMUNICATIONS

- 1) Following, are specifications for equipment that will be necessary to operate in the Department's systems environment. The Department reserves the right, at its sole discretion, to authorize the electronic posting of Third Party Skills Test results services to utilize other technologies when the Department develops the ability to use new technologies.
- 2) Connection to the Department's mainframe will be accomplished through one of the Department approved Messenger Network Service Provider System Manager (Integrator's) Sites. A list of those can be requested from the electronic posting of Third Party Skills Test results Program Manager.
 - a) A PC workstation will be required for on-line processing. A 3270 emulation product, such as Attachmate Extra Office 3270, is required on each PC workstation.
- 3) S621 Slip Document Printers (referred to as WID printers by Department personnel).

- a) The Department prints Work Identification (WID) Numbers on all related paperwork for each transaction. The WID number is a 15 digit number and bar code that is programmatically controlled by the application program running on the mainframe. All related paperwork must have this number printed on it.
- b) An example of this type printer is the Olivetti PR4 SL. A customized EPROM specification is used by Olivetti to:
 - i. Enable the printer to print the same number until changed by the mainframe application program.
 - ii. Determine the size of characters printed.
 - iii. A customized document stop is used to control the location of the printed number.
 - iv. Enable the printer to print bar code characters
- 4) The 15-digit number and bar code that is printed must be printed in a print field that measures 0.6 inches in height and 3.3 inches in width. The print field is located in the upper right corner of the form. The bottom boundary of the print field is 1 inch down from the top of the form. By adjusting the edge guide, the print field can end anywhere from the edge of the document to 0.5 inch from the edge. Additionally, the depth the document can be inserted is controlled by the document stop. The document stop feature must be either electronically or mechanically controlled with ease by the service provider.
- 5) Must support the full 96 character ASCII character set.
- 6) An exception may be made to the equipment/hardware/telecommunication requirement if deemed desirable by the Department

b. SECURITY/SAFETY

- 1) Each Third Party Tester service center shall have and utilize an operational electronic security system, i.e., one that is in good working order.
- 2) Learner's Permits, CDL Driver's Examination Reports (DL402CD) and CDL Skills Test Log/Sheet (DL-403CD) documents shall not be held or placed at any time within sight or grasp of the public. Failure of Third Party Tester service personnel to meet this requirement may result in the termination of the Third Party Tester's on-line access to the Department's mainframe.
- 3) Theft or loss of Learner's Permits and CDL Driver's Examination Reports (DL402CD) and CDL Skills Test Log/Sheet (DL-403CD) documents due to lack of proper security will result in the immediate termination of the Third Party Tester's on-line access to the Department's mainframe.

- 4) Upon the Third Party Tester's receipt of a report or information of any kind which indicates that a Third Party Tester employee or any person responsible for the operation, supervision or management of Third Party Tester center operations may be party to the fraudulent use of equipment, materials or information, the Third Party Tester shall notify the Department immediately in writing within 24 hours. Written notice to the Department shall be by fax, registered mail, email or receipted delivery to the Department's Third Party Tester Program Manager. Proper notice shall contain, but not be limited to, the following information:
- The names, addresses, social security number and dates of birth of all suspected personnel;
 - A list of all times at which the suspected personnel has been or will be scheduled to perform his/her job duties;
 - The names, addresses, and telephone numbers of the direct supervisor of the suspected personnel;
 - A description of the nature of the suspected fraudulent activity;
 - A statement of the manner in which the Third Party Tester gained knowledge of the alleged fraudulent activity;
 - The names, addresses, and telephone numbers of all informants and other persons having knowledge of the alleged fraudulent activity;
 - Copies of all the reports, logs or other written information which could document clarify or in any manner assist in the investigation.
- i. The Department shall, upon receipt of proper written notice, request an official investigation of the reported activity. The CDL Third Party Program Manager shall be the key point of contact for the effective coordination of the investigation effort.
 - ii. Upon the Department's receipt of a report or information of any kind which indicates that the Third Party Tester, Third Party Examiner, employee or any person responsible for the operation, supervision or management of Third Party Tester operations may be a party to the fraudulent use of equipment, materials or information, the Third Party Tester's authorization to operate a Third Party Tester office(s) may be suspended until the completion of an official investigation. If it is determined that such activity occurred, the Department may terminate the Third Party Tester's contract.
- 5) In the event of any incident of a break-in, theft, fire or vandalism, the Third Party Tester shall immediately notify the Department by telephone or fax and shall

additionally provide to the Department, in writing, within 24 hours, a detailed account of the incident.

- 6) The Third Party Tester shall set up computer terminals in such a manner that the screens are not accessible to the customer. Employees or contractors without fingerprint-based Federal Bureau of Investigations criminal history check in place should not have access to or be able to view any screens that may contain customer's driver records and personal information.
- 7) The Third Party Tester shall be required to shred all personal customer information prior to disposing of in a garbage receptacle. This shall include any customers' address, vehicle and driver information, including social security numbers. Please note that screen prints, employee notes that contain personal customer information and all copies of completed forms that are being discarded must also be shredded. Alternatives to on-site shredding of documents can be discussed and approved only by the Department.

c. QUALITY OF SERVICES

- 1) The Third Party Tester shall maintain written Quality Control Procedures for posting test results.
- 2) To maintain the integrity of the Third Party CDL Skills Testing Services program, all Third Party Testers shall maintain an average quality rating of 98% for posting driver exam results.
- 3) The Department shall take the following actions if a 98% average quality rating is not maintained:
 - a) First (1st) Offense – The Department shall meet with the Third Party Tester to review their quality control procedures. The Department shall provide mandatory refresher training to the Third Party Tester in recommended areas.
 - b) Second (2nd) Offense – The Department shall issue a non-performance written warning to the Third Party Tester. The Department shall provide mandatory refresher training to the Third Party Tester in recommended areas.
 - c) Third (3rd) Offense – The Department shall place the Third Party Tester on probation for three months with the following conditions:
 - i. All of the Third Party Tester's quality control procedures shall be in place and operational.
 - ii. Random audits of the Third Party Tester shall be conducted by the Department.

- iii. The Third Party Tester shall maintain an average quality rating of 98% for all driver licensing work processed.
- iv. The Third Party Tester shall not commit any violations of the Third Party Tester Service Center Contract, Department Regulations or the Vehicle Code which would result in the issuance of warnings or sanctions to the Third Party Tester service center.

If any of these conditions specified in subsections above are not met during the probationary period, the Third Party Tester's online access to the Department's mainframe will be terminated.

- 4) If the Third Party Tester does not maintain an average quality rating of 98% for the one year after completing its first probation period, the Department may terminate the Third Party Tester's on-line access to the Department's mainframe.
- 5) If, after one year of completing its first probation period, the Third Party Tester does not maintain an average quality rating of 98%, the Department will place the Third Party Tester on probation for an additional three-month period.
- 6) If, after completing its second probation period, the Third Party Tester does not maintain an average quality rating of 98%, the Department may terminate the Third Party Tester's on-line access to the Department's mainframe.

d. TRAINING

- 1) On-line processing training will be provided for 1-2 individuals by the Department in Harrisburg. Within the timeframe of the contract, additional training may be required as a result of program or system changes. Upon completion of the training, these individuals will train all other staff associated with on-line processing at the Third Party Tester site. Travel, lodging and subsistence expenses are the responsibility of the Third Party tester.

Adds Sections D. 7 and D. 8 to Part IV. Work Statement, VII Service Personnel and Staffing Requirements, D:

7. Test Examiners will receive and must sign a PennDOT Record Information Confidentiality Policy statement if their company decides to post scores electronically.

8. It will be the responsibility of the CDL Third Party Tester to ensure any employee who has access to make a change to the driver's record, to obtain a fingerprint-based Federal Bureau of Investigations criminal history check to determine if they have been convicted of a criminal offense. If such a conviction exists, the Third Party Tester must furnish the facts of the offense, and secure Departmental approval before hiring the applicant. The Department takes the position that anyone convicted of a criminal offense is not barred from employment by the CDL Third Party Tester in all cases. The Department will render a hiring decision on a case-by-case basis. The CDL Third Party Tester shall require all Test Examiners, and any

employee who has access to make a change to the driver's record, to notify them if arrested for any criminal offense the next business day after the arrest. The CDL Third Party Tester must furnish the facts of the arrest to the Department within 24 hours of being notified of the arrest. The Department will render a decision regarding the individual's continued employment with the CDL Third Party Tester.

****NEW****

Amendment 10 changes **Part IV--Work Statement, I. Introduction**

From:

The Federal Motor Carrier Safety Regulations of CFR Part 383.75 allow the Department to authorize a person, including an agency of this or another state, an employer, a private institution, association or driver training school, or a department, agency or instrumentality of local government to administer the CDL skills test.

To:

The Federal Motor Carrier Safety Regulations of CFR Part 383.75 allow the Department to authorize a person, an employer, a private institution, association or driver training school, or a department, agency or instrumentality of local government to administer the CDL skills test.

Adds definitions to **Part IV--Work Statement, IV. Definitions:**

“Driver Trainer” means a person who delivers instruction to another person for the purpose of driving a commercial vehicle.

“Examiner Trainer” means a person certified and designated by the Department to deliver training to approved candidates for the purpose of administering CDL skills tests.

Part IV--Work Statement, V. Requirements for Third Party Testers, A. changes

From:

A.15. Report a monthly schedule of applicants to be tested by the 3rd Monday of the month for the following month. Schedule must be posted on the Third Party Testers website and updated as soon as any changes are made. The Department may approve alternate methods of communication if appropriate. Schedules must include driver's name, driver's license number, class license being tested, test time, date, and examiner's name.

To:

A.15. All Third Party Testers, providing CDL testing services, **must by September 12, 2015, unless otherwise directed by the Department,** use an Internet-based program that

provides a uniform and consistent way to track the scheduling, re-scheduling and entry of test results for commercial skills tests by third party testers and third party tester examiners. PennDOT will adopt the American Association of Motor Vehicle Administrator's web-based program which is called the Commercial Skills Test Information Management System (CSTIMS). This Internet-based tool will provide a uniform and consistent way to track the scheduling, re-scheduling and entry of test results for commercial skills tests by third party testers and third party tester examiners.

All scheduled tests shall be entered immediately and no less than 2 days before the scheduled test. All tests requiring to be rescheduled shall also be entered immediately and no less than 2 days before the scheduled test. All canceled exams must be immediately removed from CSTIMS and no less than 2 days of the cancelation.

Part IV--Work Statement, V. Requirements for Third Party Testers, B.1 changes

From:

B.1. Maintain a weekly report on-site, and submit to the Department on the first business day of every month the number of skills tests administered the previous month, including the number of tests passed and failed and the passed/failed percentage rate.

To:

B.1. Maintain reports on site to include the number of skills tests administered, the number of tests passed and failed, and the passed/failed percentage.

Part IV--Work Statement, VI. Facility Requirements, A., B., and C. 6. – 12 changes

From:

A. Using test forms 1, 2, 3 and 4.

1. The Third Party Tester must provide sufficient room to perform all skill maneuvers on an obstacle-free test pad.

B. Using only test form 4.

1. For Class A testing, the Third Party Tester must maintain an obstacle-free Basic Skills Testing area of a minimum of 36 feet wide by 240 feet long.

2. For Class B and C testing, the Third Party Tester must maintain an obstacle-free Basic Skills Testing area of a minimum of 36 wide by 145 feet long.

1. 4 left turns

2. 4 right turns

3. 2 controlled intersections
4. 2 through intersections
5. An urban driving area
6. A rural driving area.
7. A start/stop area upgrade.
8. A start/stop area downgrade.
9. 1 curve.
10. 1 section of limited access highway or expressway or a substitute determined suitable by the Department.
11. 1 area drive upgrade.
12. 1 area drive downgrade.

To:

- A. Using the most recent version of the “CDL Skills Test Score Sheet”.
 1. The Third Party Tester must provide sufficient room to perform all skills maneuvers on an obstacle-free test pad.
- B. Testing Area.
 1. For Class A testing, the Third Party Tester must maintain an obstacle-free Basic Skills Testing area of a minimum of 36 feet wide by 240 feet long.
 2. For Class B and C testing, the Third Party Tester must maintain an obstacle-free Basic Skills Testing area of a minimum of 36 feet wide by 145 feet long.
- C. The Road Skills Route must incorporate a minimum of:
 1. 4 left turns.
 2. 4 right turns.
 3. 2 controlled intersections.
 4. 2 through intersections.
 5. An urban driving area.

6. A road side start/stop.
7. 1 curve left.
8. 1 curve right.
9. 1 section of limited access highway or expressway or a substitute determined suitable by the Department
10. 1 additional weight or clearance sign.

Part IV--Work Statement, VII. Service Personnel and Staffing Requirements, B. changes

From:

- B. It will be the responsibility of the CDL Third Party Tester to obtain a Pennsylvania State Police background check of all personnel to be employed in CDL third party testing program to determine if they have been convicted of a criminal offense

To:

- B. It will be the responsibility of the third party tester to obtain a nationwide criminal background check for all examiners and any other staff with access to electronic data bases used to enter test data. Criteria for not passing the criminal background check will include at least the following:
 1. Any felony conviction within the last 10 years; or
 2. Any conviction involving fraudulent activities.
- C. At a future date determined by the Department all staff with access to CSTIMS will be required to submit to a nationwide fingerprint based background check. Criteria for not passing the background check are stipulated in Federal Regulations 49 CFR 1572.103(a) and 49 CFR 1572.103(b)

Part IV--Work Statement, VII. Service Personnel and Staffing Requirements, B. changes

From:

Pennsylvania State Police background checks of all personnel employed in the CDL third party testing program shall be updated annually and submitted to the Department.

To:

Pennsylvania State Police background checks of all personnel employed in the CDL third party testing program shall be performed annually and submitted to the Department.

Part IV--Work Statement, VIII. Requirements for Third Party Examiners, B. changes

From:

4. "suspended systems"

To:

4. "suspension systems"

From:

6. "cancellations, recalls, or disqualifications."

To:

6. "cancellations, or disqualifications."

From:

9. "training course(s) required by the Department."

To:

9. "training course(s) and any recertification training required by the Department."

From:

10. Conduct at least one CDL test per month or 12 per year or certification will not be renewed unless the examiner is scheduled and satisfactorily completes Department refresher course. This requirement may be waived according to Part IV, Section XVI, Waiver of Minimum Test, of these requirements.

To:

10. Conduct at least one CDL test per month, or 12 per year, or certification will not be renewed unless examiner is scheduled and satisfactorily completes the Department refresher course.

Part IV--Work Statement, IX. Applications, A. 1 g) changes

From: A.1.g) The address, a map and a drawing of each Pennsylvania location where the Third Party Tester intends to conduct skills tests and written description of the on-road driving course.

To: A.1.g) If applicant is not an agency of the government, it shall provide:

- 1) A description of the applicant's business and length of time in business in Pennsylvania.
- 2) If subject to FMCSRs, the applicant's Interstate Commerce Commission (ICC) or Department of Transportation (DOT) number, if applicable.
- 3) Applicant's Public Utility Commission (PUC) number, if applicable.

Part IV--Work Statement, X. Approval/Certification by the Department, D. changes

From:

D."The term of the certification shall be for a maximum period of 5 years"

To:

D."The term of the certification shall be for a maximum period of 4 years"

Part IV--Work Statement, XIII. Notification Requirements, C.2. a), b), c) are changed

From:

C. 2. Notify the Department of:

- a) Change of residential address (within 15 days).
- b) Any change of employment.
- c) Any time 6 or more points are on their driving record.

To:

C. 2. Notify the Department of:

- a) Any change of employment.
- b) Any time 6 or more points are on their driving record.

Part IV--Work Statement, XIV. Test Administration, B. changes

From:

B. "with current test instructions provided by the Department."

To:

B. “with current test instructions provided by the Department or its designee.”

Part IV--Work Statement, XIV. Test Administration adds C.3.f), C.3. g), and 4.

- C. 3. f) The skills test must be administered and successfully completed in the following order: Pre-trip inspection, basic vehicle control skills, on road skills. If an applicant fails one segment of the skills test: The applicant cannot continue to the next segment of the test. Passed test results will not be considered valid unless all three segments are passed or a segment is failed. If the CLP is renewed, all three segments of the skills test must be retaken.
- g) It is the responsibility of the Third Party Tester to keep all details of the skills test strictly confidential prior to the administration of the skills test. Any employee of the Third Party Tester that divulges any details of the test to anyone other than employees involved in the administration of tests will subject the Third Party Tester to the cancellation of their contract.
4. Vehicles used for CDL Skills Testing shall be marked with a **clear, visible and legible** sign indicating “CDL Test in Progress” prominently **displayed** on the driver’s door, passenger’s door, and the rear of the vehicle.

Amendment 10 also amends the RFA **APPENDICES** as follows:

Appendix D Commercial Driver’s License KNOWLEDGE TEST SITES is replaced in its entirety with **Appendix D COMMERCIAL DRIVER’S LICENSE LOCATION FLYER MARCH 1, 2015.**

Appendix E DRIVER LICENSE SERVICES and ENGINEERING DISTRICTS (Map Indicating Geographic Coverage By Districts) is replaced in its entirety with **Appendix E DRIVER LICENSE SERVICES and ENGINEERING DISTRICTS 8-19-2014 Revision.**

Appendix G Contractor Integrity Provisions is replaced in its entirety with **Appendix G Contractor Integrity Provisions, January 14, 2015.**

Appendix H NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [contracts] is replaced in its entirety with **Appendix H NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [contracts], February 24, 2015.**

Appendix J. Provisions Concerning The Americans With Disabilities Act amended October 14, 2011 is added to the RFA and applies to this Contract/Agreement. Therefore, this Contract/Agreement is subject to, and the [Name of Contracting Party] shall comply with, the clause entitled Provisions Concerning The Americans With Disabilities Act amended October 14, 2011, attached as **Appendix J** and made part of this Contract/Agreement. As used in this Contract/Agreement, the “Contractor” refers to the [Name of the Contracting Party].

APPENDIX D

**COMMERCIAL DRIVER'S LICENSE
LOCATION FLYER, MARCH 1, 2015**



COMMERCIAL DRIVER'S LICENSE LOCATION FLYER

MARCH 1, 2015

Take your Photo Driver's License/Photo ID, Social Security Number, and signed Knowledge Test Authorization (KTA) Learner's Permit, when you go to take any CDL Test. You must supply the vehicle to be used for any Skills Test (proper vehicle registration and proof of insurance is required). The vehicle must be the type you will be operating as a commercial driver. Trailers 102" wide and 53' long are NOT permitted at Skills Test testing sites.

There will be no fee charged (provided you have proper KTA or CDL learners permit) at Knowledge Test Sites or at Commercial Driver's License Sites (Knowledge or Skills Tests). There will be a 30 minute time limit on the Pre-Trip Inspection portion of the Skills Test.

All applicants must have a valid CDL KTA to take the Knowledge Test or a valid CDL Learners Permit to take the Skills Test.

Depending on the number of tests you must take and at the discretion of the Test Administrator, you will not be admitted to the Knowledge Test Site less than an hour before the close of the test session. Depending on the test you take, it may take you 1 1/2 to 4 hours to complete the Knowledge Test.

For CDL information, call 1-800-932-4600. Please do not call - 911.

KNOWLEDGE TEST SITES	HOURS	LOCATION
Allison Park, Allegheny Co.	Tues. thru Sat., 8:30-2:00	Driver License Ctr., 1701 Duncan Manor Shopping Ctr., Allison Park, PA 15101
Altoona, Blair Co.	Tues., Wed., Fri., & Sat., 8:30-3:00	1738-A 9th Avenue, Altoona, PA 16601 (Use 17th St Exit from I-99, located behind Boyer Candy Building)
Beaver Falls, Beaver Co.	Tues. thru Sat., 8:30-2:00	Chippewa Plaza, 2580 Constitution Boulevard, Beaver Falls
Bedford, Bedford Co.	Wed. & Fri., 9:30-2:00	137 Plaza Road, Route 30, Bedford, PA 15522
Belle Vernon, Westmoreland Co.	Wed. & Thur., 8:30-2:00	960 Rostraver Road, Belle Vernon, PA 15012
Bensalem, Bucks Co.	Tues. thru Sat., 8:30-2:30	Neshaminy Square, Suite 131, 4201 Neshaminy Blvd., Bensalem, PA 19020
Berwick, Columbia Co.	Thurs., 9:15-2:00	Mulberry & West 10th Street, Berwick, PA 18603
Bradford, McKean Co.	Tues. & Sat., 8:30-2:30	68 Chestnut Street, Bradford, PA 16701
Bridgeville, Allegheny Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, Chartiers Valley Shopping Center, 1025 Washington Pike, Rt. 50, Bridgeville, PA 15017
Butler, Butler Co.	Tues. thru Sat., 8:30-2:00	158 Point Plaza Shopping Center, New Castle Rd SR 356 @ SR 68, Butler, PA 16001
Carlisle, Cumberland Co.	Tues. thru Sat., 8:30-2:30	Stonehedge Square, 950 Walnut Bottom Road, Carlisle, PA 17015
Chambersburg, Franklin Co.	Tues. thru Sat., 8:30-2:30	1320 Lincoln Highway East, Franklin Center, Chambersburg, PA 17201
Clarion, Clarion Co.	Wed., 10:00-2:30	Clarion Mall, Route 68 & Interstate 80, Clarion, PA 16214
Clearfield, Clearfield Co.	Tues., Fri. & Sat., 8:30-2:30	Clearfield Mall, Unit #380, 1800 Daisy Street, Clearfield, PA 16830
Coudersport, Potter Co.	Tues. & Wed., 9:30-2:30	1 South Main Street, Coudersport, PA 16915
Dublin, Bucks Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 161 N. Main Street, Dublin, PA 18917
Dunmore, Lackawanna Co.	Wed., 8:30-2:30; Fri. & Sat., 8:30-2:30	Driver License Center, 81 Keystone Industrial Park Road, Dunmore, PA 18512
Easton, Northampton Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, 2473 Nazareth Road, Easton PA 18045
Elizabethville, Dauphin Co.	Thurs., 9:15-2:30	Lykens Valley Plaza, Route 209, Elizabethville, PA 17023
Erie, Erie Co.	Tues. thru Sat., 8:30-2:30	Summit Towne Centre, 7200 Peach St, Erie, PA 16059
Gettysburg, Adams Co.	Tues. thru Sat., 8:30-2:30	55 North 5th Street, Gettysburg, PA 17325
Granite Run, Delaware Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 1067 W. Baltimore Pike, Media (behind Acme)
Greensburg, Westmrlid. Co.	Tues. thru Sat., 8:30-2:00	David Weis Building, 770 East Pitts Street, Greensburg, PA 15601
Harrisburg, Dauphin Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 1101-1125 South Front Street, Harrisburg, PA 17104
Hazleton, Luzerne Co.	Tues. Wed. & Sat., 8:30-2:30	Driver License Center, 1052 South Church Street, Hazleton, PA 18201
Honesdale, Wayne Co.	Tues., 9:15-2:00	Driver License Center-behind PSP, South of Honesdale on Route 191, Honesdale, PA 18201
Huntingdon, Huntingdon Co.	Thurs., 9:00-2:00	9048 William Penn Highway, Suite 1, Huntingdon, PA 16652
Huntingdon Valley, Montgomery Co.	Tues. thru Sat., 8:30-2:30	Driver License Ctr., The Market Place at Huntingdon Valley, 2022 County Line Road, Huntingdon Valley, PA 19006
Indiana, Indiana Co.	Tues. & Thurs., 9:15-2:30	Indiana Mall, Rt. 286 & Warren Rd., Unit 110, Indiana, PA 15701
Johnstown, Cambria Co.	Tues. thru Sat., 8:30-3:00	Driver License Center, 563 Walters Avenue, Johnstown, PA 15901
Kittanning, Armstrong Co.	Wed. & Fri., 8:30-2:00	Highlands Office Complex, 159 Butler Road, West Kittanning Borough, Kittanning, PA 16201
Lancaster, Lancaster Co.	Tues. thru Sat., 8:30-2:30	Regency Square Shopping Ctr., 131 Rohrerstown Rd., Lancaster, PA 17603
Lebanon, Lebanon Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 900 E. Cumberland Street, Lebanon, PA 17042
* Lehigh Valley, Lehigh Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, 1710 Hoover Ave., Allentown PA 18109
Lehigh, Carbon Co.	Fri., 9:30-2:00	1403 Blakeslee Blvd. Dr. E. Rt. 433, Lehigh, PA 18236
Lewistown, Mifflin Co.	Thurs., 9:30-2:30	Driver License Center, 299 Ferguson Valley Road, Yeagertown, PA 17099
Meadville, Crawford Co.	Thurs., Fri., & Sat., 8:30-3:00	Driver License Center, 16942 Patricia Drive, Meadville, PA 16335
Malvern, Chester Co.	Tues. thru Sat., 8:30-2:30	Lincoln Court Shopping Center, Route 30 & Malin Road, Malvern, PA 19355
Mercer, Mercer Co.	Tues. & Thurs., 9:30-2:30 1st, 3rd, & 5th Sat., 9:30-2:30	519B Greenville Avenue, Mercer, PA 16137
Milford, Pike Co.	Thurs., 9:30-2:00	Old Milford School Commons, 201 W. Harford Street, Milford, PA 18337
Monroeton, Bradford Co.	Thurs. 10:00-2:00	Driver License Center, 1/2 mile north of Monroeton between Towanda and Monroeton Road, Monroeton PA 18832
Montrose, Susquehanna Co.	Thurs., 9:30-2:00	78 Grow Street, Montrose, PA 18801
New Castle, Lawrence Co.	Wed. & Fri., 8:30-2:00, 2nd & 4th Sat. 8:30-2:00	973 Old Youngstown Road, New Castle, PA 16101
New Kensington, Allegheny Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, 1600 Greensburg Road, New Kensington, PA 15068
Norristown, Montgomery Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 2101 Swede Road, Norristown, PA 19401
Philadelphia - Arch Street, Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 801 Arch Street, Philadelphia, PA 19107
Philadelphia - Whitman Plaza, Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 330 West Oregon Avenue, Philadelphia 19148
Philadelphia - Island Ave., Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Ctr, 2320 Island Avenue, Phila., PA 19142
Philadelphia - Lawndale, Phila. Co.	Tues. thru Sat. 8:30-2:30	Driver License Center, 919B Levick St., Door 919B, Philadelphia, PA 19111
Philadelphia - West Oak Lane, Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 7121 Ogontz Ave, Philadelphia PA 19138
Penn Hills, Allegheny Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, Penn Hills Shopping Center, 11620 Keleket Drive, Intersection of Rodi & Frankstown Rds., Pittsburgh, PA 15235
Pittsburgh, Allegheny Co.	Mon. thru Fri., 8:30-2:00	708 Smithfield Street, Pittsburgh, PA 15219
Punxsutawney, Jefferson Co.	Fri. and Sat., 8:30-3:00	Punxy Plaza, Route 36, Punxsutawney, PA 15767
Reading, Berks Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 530 East Lancaster Avenue, Shillington Shopping Ctr., Reading, PA 19607
Rockview, Centre Co.	Tues. thru Sat., 8:30-3:00	Driver License Center, 812 West College Avenue, Pleasant Gap, PA 16823
St. Mary's, Elk Co.	Wed. & Thurs., 9:30-2:30	129 North Michael Street, St. Mary's, PA 15857
Schuylkill Haven, Schykl. Co.	Tues., Wed., & Sat., 9:00-3:00	972 E. Main Street, Schuylkill Haven, PA 17972
Selinsgrove, Snyder Co.	Tues., Wed., Fri., & Sat., 8:30-3:00	Driver License Center, 1015 R. 522, Selinsgrove, PA 17870
Seneca, Venango Co.	Tues. & Wed., 8:30-2:30	Driver License Center, RD 2, Box 140, Airport Road, Seneca, PA 16346
Shamokin, Northumberland Co.	Fri., 9:00-2:30	Route 61, Anthra Plaza, Shamokin, PA 17872
Somerset, Somerset Co.	Tues., Thurs., & Sat., 9:30-3:00	Rear PSP Station, 5593 Glades Pike, 2 miles E. of Somerset, Somerset, PA 15501
Snydersville, Monroe Co.	Tues., Wed., Fri. & Sat. 8:30-2:30	4218 Manor Drive, (Snydersville exit, just off Rt. 33), Snydersville, PA 18360
Tunkhannock, Wyoming Co.	Fri., 9:30-2:00	Village Center Shopping Center, Rt. 29, Tunkhannock, PA 18657
Uniontown, Fayette Co.	Tues., Wed., Fri., & Sat., 8:30-2:30	Gallatin Avenue Ext., RD #1, Box 390A, Uniontown, PA 15401
Warren, Warren Co.	Thurs. & Fri., 9:30-2:30	Driver License Center, Hatch Run Road, Warren, PA 16365
Washington, Washington Co.	Tues. thru Sat., 8:30-2:00	250 Oak Spring Road, Oak Spring Center
Waynesburg, Greene Co.	Thurs., 9:15-1:30	164 Willow Road, Waynesburg, PA 15370
Wellsboro, Tioga Co.	Wed., 8:30-3:00	Wellsboro Plaza, Route 6 east of Wellsboro, Wellsboro, PA 16901
Wilkes Barre, Luzerne Co.	Tues., Wed., Thurs. & Sat., 8:30-2:30	Driver License Ctr., 1085 Hanover St., Hanover Industrial Estates, Wilkes Barre 18706
Williamsport, Lycoming Co.	Tues., Fri., & Sat., 8:30-3:00	T.J. Maxx Plaza, 1782 East 3rd St. Faxon Exit off I-180, Williamsport, PA 17701
York, York Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, S. York Value Ctr., 2130 S. Queen St., (Exit 16 off I-83, N. Queen St)

No examinations will be conducted on Mondays or on the following holidays: New Year's Day; July 4th; Veterans Day; Thanksgiving Day, the Friday after Thanksgiving; and Christmas Day.

IMPORTANT... If you are taking the Skills Test at a Department of Transportation Exam Point, you MUST CALL 1-800-932-4600, weekdays between the hours of 8:00 a.m. and 5:00 p.m., to make an appointment. If you are calling from out-of-state, CALL 1-717-412-5300

SKILLS TESTING - Any Class CDL Skills Test May Be Taken At the Following Sites: Class A, B and C CDL Skills Test may be taken at the following test sites. For School Bus Skills Test, call 1-800-932-4600. You should plan for a minimum of 1 1/2 hours to complete the Skills Test.

Allison Park (Allegheny)	A, B & C	Wed.	Driver License Center, Duncan Manor Plaza, 1701 Duncan Ave
Altoona (Blair)	B & C	Wed.	Driver License Center, 1738-A, 9th Avenue, Altoona, PA 16601
Beaver Falls (Beaver)	B, C & School Bus	Wed.	Chippewa Plaza, 2580 Constitution Boulevard, Beaver Falls
Bedford (Bedford)	B, C & School Bus	Wed.	Ames Plaza, Route 30, Bedford, PA 15222
Bensalem (Bucks)	A, B & C	Wed., Thurs. & Fri.	Neshaminy Square, Suite 131, 4201 Neshaminy Boulevard, Bensalem, PA
Birdsboro (Berks)	B & C	Thurs.	Driver License Center, Chanters Valley Shopping Center, Rt. 30
Bridgeville (Allegheny)	A, B & C	Thurs.	158 Point Plaza Shopping Center, New Castle Road, SR 356 @ SR 68, Butler, PA 16001
Butler (Butler)	A, B & C	Thurs.	Stonehedge Square, 950 Walnut Bottom Road, Carlisle, PA 17015
Carlisle	B, C & School Bus	Thurs.	1320 Lincoln Highway East, Franklin Center, Chambersburg, PA 17201
Chambersburg (Franklin)	A, B & C	Wed.	Clanon Mall, Route 68 & Interstate 80
Clarion (Clarion)	A, B & C	Wed.	Clearfield Mall, Unit 380, 1800 Daisy St.
Clearfield (Clearfield)	A, B & C	Tues. & Fri.	Driver License Center, 81 Keystone Industrial Park Road, Dunmore PA 18512
Dunmore, Lackawanna	A, B & C	Tues.	Summit Towne Centre, 7200 Peach St, Erie, PA 16059
Erie (Erie)	A, B & C	Thurs.	David West Bldg., 790 East Pittsburgh St.
Greensburg (Westmoreland)	A, B & C	Thurs.	1101-1125 South Front Street
Harrisburg (Dauphin)	A, B & C	Tues.	1052 South Church Street, Hazleton PA 18201
Hazleton (Luzerne)	A, B & C	Wed.	Driver License Center, 563 Walters Avenue
Johnstown (Cambria)	A, B & C	Wed., Thurs., & Fri.	Regency Square Shopping Ctr., 131 Rohrstown Road, Lancaster, PA 17603
Lancaster	B, C & School Bus	Wed.	Drivers License Center, 900 E. Cumberland St., Lebanon, PA 17042
Lebanon	A, B & C	Thurs.	1710 Hoover Ave., Allentown, PA 18109
Lehigh Valley (Lehigh)	A, B & C	Wed.	299 Ferguson Valley Road, Yeagertown
Lewisport (Mifflin)	A, B & C	Thurs.	16942 Patric Drive
Meadville (Crawford)	A, B & C	Thurs.	Driver License Center, 1600 Greensburg Road
New Kensington (Allegheny)	A, B & C	Thurs.	2101 Swede Road
Norristown-2 (Montgomery)	A, B & C	Wed. thru Fri.	2320 Island Ave.
Philadelphia (Philadelphia)	A, B & C	Wed. thru Fri.	Driver Lic. Ctr., Penn Hills Shop. Ctr., 11620 Keleket Dr., Int. of Rodi & Frankstown Rds.
Pittsburgh (Allegheny)	A, B & C	Wed.	Punxsutawney Plaza, Rt. 36
Punxsutawney (Jefferson)	A, B & C	Fri.	530 East Lancaster Avenue, Shillington Shopping Ctr., Reading
Reading (Berks City)	A, B & C	Wed.	Rockview Driver Ctr., 812 W. College Avenue, Pleasant Gap
Rockview (Centre)	A, B & C	Wed.	Rt. 522, 2 miles west of Selingsgrove [Selingsgrove Driver Exam Point]
Selingsgrove (Snyder)	A, B & C	Tues., Wed. & Fri.	Airport Road, RD 2 off Rt. 257
Seneca (Venango)	A, B & C	Tues. & Wed.	4218 Manor Drive, Stroudsburg PA 18360
Snyder (Monroe)	A, B & C	Wed. & Fri.	Rt. 219, rear PA State Police Station, 2 miles east of Somerset
Somerset (Somerset)	A, B & C	Wed. & Fri.	Driver License Center, Gallatin Ave. Ext., RD #1
Uniontown (Fayette)	A, B & C	Wed.	250 Oak Spring Rd., Oak Spring Center
Washington (Washington)	B & C	Tues.	984 Hatch Run Road, Warren, PA 16365
Warren (Warren)	A, B & C	Thurs.	Driver License Center, Arbor Terrace, 164 Willow Road
Waynesburg (Greene)	B & C	Thurs.	1085 Hanover St., Hanover Industrial Estates, Wilkes Barre, PA 18706
Wilkes Barre (Luzerne)	A, B & C	Wed. & Thurs.	Giant Plaza, 1782 East 3rd Street
Williamsport (Lycoming)	A, B & C	Tues. & Fri.	South York Value Ctr, 2130 S. Queen St., (Exit 6W off I-83, N. Queen St)
York (York)	A, B & C	Wed.	

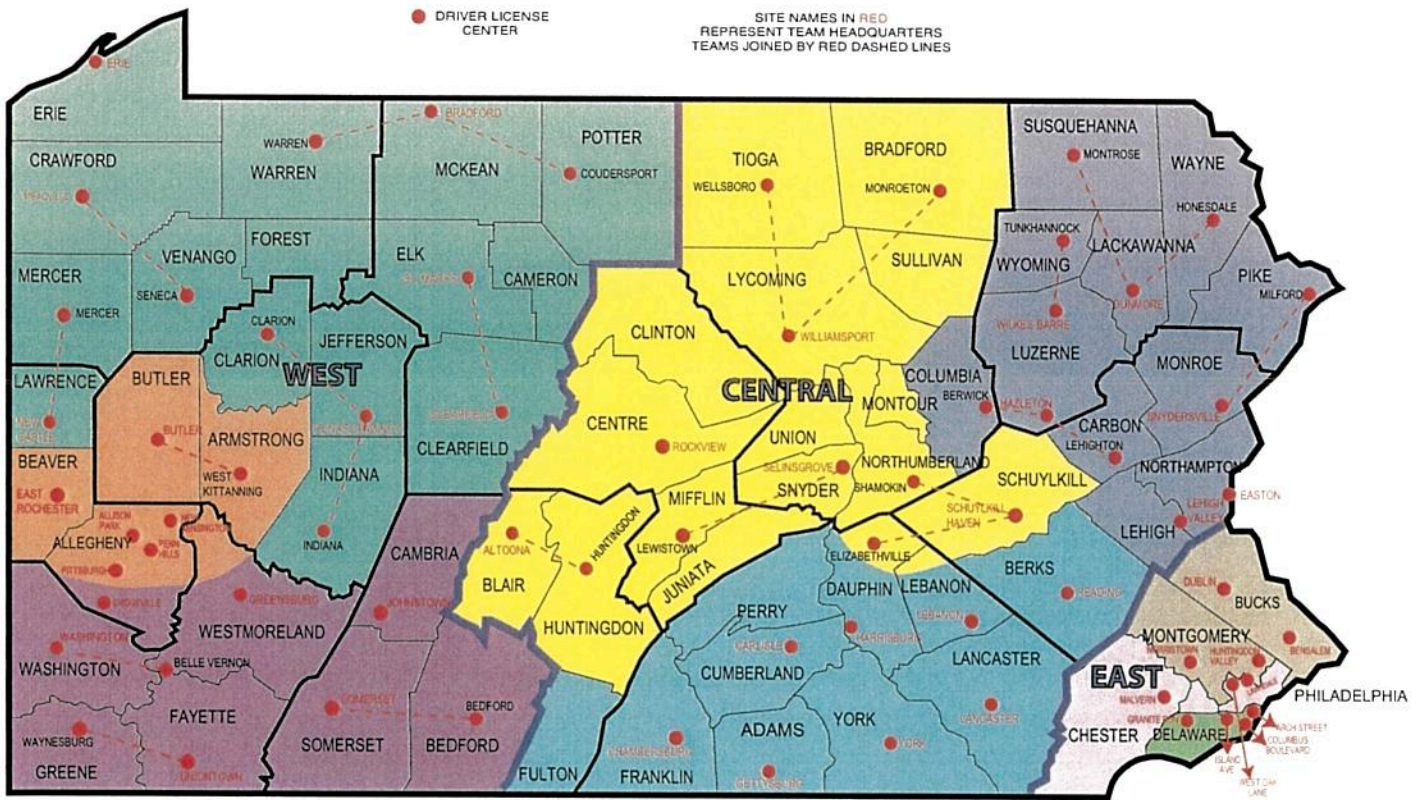
THIRD PARTY TESTER: CDL Skills Tests can be taken at any of the following sites (contact the Third Party Tester for additional information and arrangements to take the test). Third Party Testers may charge a fee for Skills Test Administration.

B & C	Adams	Lincoln Bus Lines	10 West Elm Avenue, Hanover, PA 17331	(717) 637-7104
All	Allegheny	P.I.A. Truck Training Center - TDP	3000 Lebanon Church Road, West Mifflin, PA 15122	1-800-430-3003
All	Allegheny	All-State Career	1200 Lebanon Rd. Suite 101, West Mifflin, PA 15122	(412) 823-1818
B & C	Armstrong	A.J. Myers & Sons, Inc & Myers Coach Lines	13413 State Rte #422, Kittanning, PA 16201	(724) 548-5881
All	Armstrong	Kip's Bus Service	RD 9, PO Box 66, Kittanning, PA 16226	1-888-209-5422
B & C	Berks	Berks County Intermediate Unit	61 Berkley Road, Reading, PA 19605	(610) 987-8553
All	Blair	Kip's Bus Service, Inc.	1309 Old Route 22 South, Newry, PA 16665	888-209-5422
All	Bradford	Wilson Transport	S.R. 6 Towanda Township, Towanda, PA 18848	(570) 662-7791
B & C	Bucks	The Pennsbury School District	134 Yardley Road, Fallsington, PA 19038	(215) 428-4165
B & C	Butler	A.J. Myers & Sons Inc.	229 7th Avenue, Valencia, PA 16059	(724) 625-2032
B	Butler	Butler Motor Transit, Inc.	210 South Monroe Street, Butler, PA 16001	(724) 282-1000
All	Butler	Transport Tech Inc.	122 Hindman Lane, Butler, PA 16001	(800) 786-7527
All	Cambria	Greater Johnstown Area Vo-Tech School	445 Schoolhouse Road, Johnstown, PA 15904	(814) 266-6073
A & B	Centre	Central Pennsylvania Institute of Science & Tech.	540 Harrison Road, Pleasant Gap, PA 16823	(814) 359-2793
B & C	Chester	Eagle Wolfington Leasing Corp.	Route 100 North of PA Tpk., Exton, PA 19341	(610) 458-8037
All	Chester	DuVal Truck-Bus Service	664 W. Avondale New London Rd., West Grove, PA 19390	(610) 869-2881
All	Clearfield	Kip's Bus Service, Inc.	P.O. Box 149, Curwensville, PA 16833	888-209-5422
All	Clearfield	Long's Motor Bus, Inc.	721 Troy Hook Run Highway, Phillipsburg, PA 16866	(814) 342-0195
A, B & C	Clinton	Susquehanna Transit	P.O. Box U, Avis, PA 17721	(570) 753-5102
All	Cumberland	Kuhn Transportation	3 Adventure Lane, Jim Thorpe, PA 18229	(570) 325-3614
All	Cumberland	Richard S. Deitch Buses	2212 Newville Road, Carlisle, PA 17013	(717) 249-4497
All	Cumberland	Schneider National Gamers	One Schneider Drive, Carlisle, PA 17013	(717) 691-4448
A, B & C	Dauphin	AAA School of Trucking, Inc.	6003 Jonestown Road, Harrisburg, PA 17112	(717) 652-3085
All	Dauphin	Harrisburg Area Community College	One HACC Drive, Gate 5, Harrisburg, PA 17110	(717) 780-2510
All	Delaware	All-State Career School	501 Seminole Street, Lester, PA 19029	(610) 521-1818
B & C	Delaware	Radnor Township School District	230 King of Prussia Road, Radnor, PA 19087	(610) 293-1947
B & C	Delaware	Wallingford - Swartmore Sch. Trans. Dept.	200 S. Providence Road, Wallingford, PA 19086	(610) 892-3416
B & C	Erie	Krise Bus Service	10500 Reservoir Drive, Abion, PA 16401	(814) 756-3308
All	Indiana	Smith Bus Company, Inc.	RD 1, Box 622-B, Blairsville, PA 15717	(724) 459-6930
B & C	Jefferson	Krise Bus Service, Inc.	R.D. 3, Box 27-B, Punxsutawney, PA 15767	(814) 938-5250
A & B	Jefferson	Transport Tech, Inc.	3661 Route 28 North, Brookville, PA 15825	(800) 786-7527
All	Lackawanna	Pete's Garage	400 Calvin Street, Dunmore, PA 18512	(570) 344-6126
B & C	Lackawanna	Nichols Bus Service	P.O. Box 67, Fletville, PA 18420	(570) 945-5766
All	Lackawanna	Trans American Technical Institute, Inc.	Exit 62 off I-81, Lennoxville, PA 18407	(570) 222-4884
All	Lancaster	Lancaster County AVTS	Mt. Joy Campus, 432 Old Market St., Mount Joy, PA 17552	(717) 653-3003
All	Lancaster	Lancaster County Career and Technology Center	Snyder and W. Metzler Rd. Brownstown, PA 17508	(717) 587-3736
B & C	Lancaster	Shultz Transportation Co.	8 Beaver Valley Pike, Willow Street, PA 17584	(717) 464-5800
B & C	Lebanon	D.B. Fisher Student Transportation, Inc.	1715 Grace Avenue, Lebanon, PA 17042	(717) 865-4001
All	Lebanon	Lebanon County Career School	18 E. Weidman Street, Lebanon, PA 17046	1-800-694-8804
All	Lehigh	All-State Career School	4525 Education Park Drive, Schnecksville, PA 18078	(610) 799-1570
All	Lehigh	Lehigh Career and Technical Institute	4500 Education Park Drive, Schnecksville, PA 18078-2598	(610) 799-1345
All	Luzerne	BDS: Authorized Testing Group	99 Grove Street, Dupont, PA 18641	(855) 235-8378
A & B	Luzerne	Luzerne County Community College	1333 South Prospect Street, Nanticoke, PA 18634	(570) 740-0431
B & C	Luzerne	Pace Transportation, Inc.	123 Armstrong Road (O'Hara Industrial Park), Pinston, PA 18640	(570) 883-0620
A, B & C	Luzerne	All-State Career School	140 Industrial Drive, Pinston, PA 18640	(412) 559-4686
A, B & C	Luzerne	The Sage Corporation	7474 Columbia Blvd. Unit C, Berwick, PA 18603	(570) 389-5176
B & C	Lycoming	Krise Bus Service	1400 West 3rd Street, Williamsport, PA 17701	(570) 326-0282 x1027
All	Mercer	O.D. Anderson, Inc.	One Anderson Plaza, Greenville, PA 16125	(724) 588-8310
All	Mifflin	Lancaster County Career and Technology Center	83 Central Penn Ave. Belleville, PA 17004	(717) 587-3736
All	Monroe	Northampton Community College	1900 Corporate Center Drive, Suite 100, Tobyhanna, PA 18466	(570) 839-2778
B & C	Montgomery	Krise Bus Service	100 Rahns Road, Collegeville, PA 19426	(610) 489-9110
B & C	Montgomery	Methacton School District	1001 Kriebel Mill Road, Norristown, PA 19408	(610) 489-5078
All	Montgomery	North Montco Vo-Tech School	1265 Summerytown Pike, Lansdale, PA 19446	(215) 855-3931
B, C & Sch Bus	Northampton	Brandywine Transportation Inc.	One Bulldog Lane, Slatington, PA 18080	(610) 767-7706
B & C	Northampton	Krise Bus Service	800 South Main Street, Bangor, PA 18013	(610) 588-3590
All	Perry	Rohrer Bus Service	1515 State Road, Duncannon, PA 17020	(717) 957-3811
All	Philadelphia	AAA School of Trucking, Inc.	4301 N. Delaware Ave., Philadelphia, PA 19137	(267) 324-5957
All	Philadelphia	BDS: Authorized Testing Group	4219 Richmond Street, Philadelphia, PA 19137	(855) 235-8378
B & C	Philadelphia	Philly Transportation, LLC	10901 Dutton Road, Philadelphia, PA 19154	(215) 842-1222
All	Philadelphia	SEPTA	20th & Johnson Streets, 2nd Floor, Philadelphia, PA 19145	(215) 580-4486
B & C	Philadelphia	Yellowbird Bus Company, Inc.	3101 E. Orthodox St., Philadelphia, PA 19137	(215) 289-1022
B & C	Pike	Rohrer Bus Service	128 Mountain Avenue East, Matamoras, PA 18336	(845) 591-8782
All	Potter	Buckler Logistics, Inc.	47 Buckler Road, Roulette, PA 16746	(814) 545-1005
All	Schuylkill	Schuylkill County AVTS	Airport Campus, 2410 Airport Road, Pottsville, PA 17901	(570) 544-4904 x25
B & C	Susquehanna	Elk Lake School District	P.O. Box 100, Dimock, PA 18816	(570) 278-1106
All	Tioga	Wilson Transport	South Main Street, Mansfield, PA 16933	(570) 662-7791
All	Venango	Cranberry Bus Company	P.O. Box 1550, Seneca, PA 16346	(814) 676-3082
A, B & C	Washington	Western Area Career & Technology Center	688 Western Avenue, Canonsburg, PA 15317	(724) 746-2890 x138
B & C	Westmoreland	A. J. Myers & Sons Inc & Myers Coach Lines	2001 Ball Park Road, Export, PA 15632	(724) 733-1045
All	Westmoreland	Lehigh Career & Technical Institute	249 Arona Road, New Station, PA 15672	(724) 925-3532
All	York	DCS School of Driving	1060 Zinns Quarry, York, PA 17404	(717) 586-9468
All	York	York County AVTS	2179 South Queen Street, York, PA 17402	(717) 741-5429
B & C	York	F & S Transportation, Inc.	37 South Main Street, Manchester, PA 17345	(717) 266-6418

APPENDIX E

DRIVER LICENSE SERVICES AND ENGINEERING DISTRICTS

DRIVER LICENSE CENTERS



APPENDIX F

CONTRACT PROVISIONS

RIGHT TO KNOW LAW

Contract Provisions – Right to Know Law

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result

of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

APPENDIX G

CONTRACTOR INTEGRITY PROVISIONS

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"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 the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit "CC"

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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 that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use 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.

Exhibit "CC"

APPENDIX H

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

Exhibit

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. 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.

Exhibit

APPENDIX I

**CONTRACTOR RESPONSIBILITY
PROVISIONS**

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, 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/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. 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, to the best knowledge of the Contractor, 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.

4. 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.

5. 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 that 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.

6. 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/> 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

APPENDIX J

**PROVISIONS CONCERNING THE
AMERICANS WITH DISABILITIES ACT,
amended OCTOBER 14, 2011**

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. 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 no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, 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 the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT

