

April 19, 2004

REQUEST FOR APPLICATIONS FOR:

**“THIRD PARTY COMMERCIAL DRIVER’S LICENSE SKILLS  
TESTING SERVICES”**

ISSUING OFFICE:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF OFFICE SERVICES  
400 NORTH STREET, 5<sup>TH</sup> FLOOR  
HARRISBURG, PENNSYLVANIA 17120-0041

**RFA NUMBER 353R08**

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## **PART I – GENERAL INFORMATION FOR APPLICANTS**

I-1. **Purpose.** This request for applications (RFA) provides interested contractors with sufficient information to enable them to prepare and submit applications for consideration by the Commonwealth of Pennsylvania to satisfy a need to add additional qualified testers for the Third Party Commercial Driver’s License Skills Testing Services Program. Award will be made to contractors who submit applications that are received by the Department and meet all of the requirements as listed.

I-2. **Issuing Office.** This RFA is issued for the Commonwealth by the Pennsylvania Department of Transportation (PennDOT, herein referred to as the “Department”), Bureau of Office Services. The Issuing Office is the sole point of contact in the Commonwealth for this RFA. Please refer all inquiries to Darlene Greenawald, 5<sup>th</sup> Floor, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120-0041 (FAX: 717-783-7971). Telephone inquiries regarding administrative questions may be directed to Darlene Greenawald at (717)705-6476. E-mail inquiries may be sent to her at [dagreenawald@state.pa.us](mailto:dagreenawald@state.pa.us).

I-3. **Scope.** This RFA contains instructions governing the applications to be submitted and the material to be included therein; a description of the service to be provided; requirements, which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each application.

I-4. **Problem Statement.** The Department is in need of additional testers for the Third Party Commercial Driver’s License Testing Program to expand the geographic coverage within the Commonwealth. Additional detail is provided in Part IV of this RFA.

I-5. **Type and Duration of Contract.** This is an open enrollment RFA. Applications will be accepted under this RFA until such time as the Department, at its discretion, decides to cancel this RFA. The Department may or may not decide to reissue another RFA. Applicants agree that the services will be performed during the contract period of 60 months following the date of the Notice to Proceed. If an agreement is entered into as result of this RFA, it will be a commercial driver’s license testing agreement and will contain the provisions shown in the sample agreement (s) attached as Appendix A to this RFA. **The agreement entered into this will be a no cost agreement.**

I-6. **Rejection of Applications.** The Department reserves the right to reject any and all applications received as a result of this request for applications.

I-7. **Incurring Costs.** The Commonwealth is not liable for any costs incurred by contractors prior to or after complete execution of an agreement and issuance of a Notice to proceed.

I-8. **Questions and Answers Session.** There will be no preproposal conference for this RFA. If there are any questions, please fax (717-783-7971) them to Darlene Greenawald before 4:30 PM on May 3, 2004. Responses to questions will be sent to all recipients of the original RFA.

I-9. **Amendment to the RFA.** If it becomes necessary to revise any part of this RFA prior to the application response date, an amendment will be issued to all contractors who received the original RFA.

I-10. **Response Date.** To be considered, applications must arrive at the Pennsylvania Department of Transportation's Bureau of Office Services Information Desk on the 5<sup>th</sup> Floor of the Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120-0041. Applicants who currently have contracts in place to provide Third Party Commercial Driver's License Skills Testing Services with the Department which expire in 2004 are encouraged to submit applications under this RFA. If received in a timely manner and approved by the Department, a Notice to Proceed will be issued under this RFA beginning the day following the date of expiration of the current contract. All applicants agree that services will be performed during the contract period of 60 months following the date of the Notice to Proceed.

I-11. **Applications.** To be considered, contractors should submit a complete response to this RFA, using the format provided in Part II. Each application must be submitted in 7 copies to the 5<sup>th</sup> Floor Information Desk for the Bureau of Office Services. **Additionally, the Commercial Driver's License Third Party Tester Application (DL-400CD Form) attached to this RFA as Appendix B must be completed and signed by an official authorized to bind the contractor to its provisions.** The application should not be more than 75 pages, each of which should be numbered for ease of reference. The application should also include the federal identification number (or social security number if company does not have a federal identification number) and the applicant's e-mail address. For this RFA, the application must remain valid for 120 days or until a contract is completely executed whichever is later. Moreover, the contents of the application of the selected applicants will become contractual obligations if a contract is executed.

I-12. **Economy of Preparation.** Applications should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFA.

I-13. **Applicants' Responsibilities.** The applicants will be required to assume responsibility for all services offered in the applications. Further, the Department will consider the selected applicants to be the sole point of contact with regard to contractual matters.

I-14. **Disclosure of Application Contents.** Applications will be held in confidence to the extent permitted by law and, except for the selected applications, will not be revealed or discussed with competitors. All other materials submitted with the application, which becomes part of the final agreement, becomes the property of the Pennsylvania Department of Transportation and may be returned only at the Department's option. Applications submitted to the department may be reviewed and evaluated by any person at the discretion of the Commonwealth. The Department has the right to use any or all ideas presented in any application. Selection or rejection of the application does not affect this right.

I-15. **Standard Contract.** The selected applicants will be expected to enter into an agreement that is attached as Appendix A to this RFA. Please note that the agreements differ for public and

non-public entities. Services will be performed during the contract period of 60 months following the date of the Notice to Proceed. The Department reserves the right to extend this RFA for a period of up to 3 months to prevent a lapse in contract coverage.

**I-16. Publication/News Releases.** Confidential information cannot be published by the contractor or shared with any sources other than those specifically allowed, in writing, by the Department. Confidential information includes, but is not limited to:

- Information specified as confidential within the RFA,
- Information defined in Paragraph 1(a) of the Commonwealth’s Contract Integrity Provisions referenced in this RFA.
- Information which is provided to the contractor by the Department and stated to be confidential, or
- Any information which would tend to put the Department in an unfavorable position with regard to potential tort liability.

News releases pertaining to this project will not be made without prior Department approval, and only in conjunction with the Issuing Office. Project/service results or activities during the period of the contract resulting from this RFA may not be published, otherwise disclosed, or permitted to be disclosed without providing, in writing, a minimum of two weeks’ notice and a copy of the information to be published or disclosed. This will allow the Department to review and comment on the information. If permitted by the Department, an abstract may be used for notification of intent to present a publication based upon the project/service.

All publications by the applicant must contain the following statement: “This work was sponsored by the Pennsylvania Department of Transportation.” In the event that the Department does not agree with the content of the report or publication, the applicant must honor any request to omit credit to the Department or state the funding sources’ disagreement with the content or findings.

Published reports shall include the following disclaimer: “The contents of this report reflect the views of the author(s), who is (are) responsible for the facts and the accuracy of data presented herein. The contents do not necessarily reflect the official views or policies of the Commonwealth of Pennsylvania at the time of publication. This report does not constitute a standard, specification, or regulation.”

**I-17. Commonwealth Participation.** The Department will provide project management oversight for this project. Unless specifically noted in this paragraph, applicants must provide all other services to complete the identified work. Omissions become the responsibility of the applicants.

**I-18. Cost Data.** There is **no cost** to the Department associated with this RFA.

**I-19. Protests.** Protests shall be handled in accordance with Section 1711.1 of the Commonwealth Procurement Code, 62 Pa. C.S. § 1711.1, which generally provides as follows:

- a. A bidder or offeror, a prospective bidder or offeror or a prospective contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Issuing Office in writing.
- b. All protests must be made within seven (7) days after the protestant knows or should have known of the facts giving rise to the protest.
- c. If a protest is submitted by a protestant who is a prospective bidder or offeror, the protest must be received by the Issuing Office prior to the bid opening time or the proposal receipt date.
- d. If a protestant fails to comply with the period for filing a protest, a protest shall be considered untimely and shall be disregarded by the Department.
- e. A protest shall state all grounds upon which the protestant asserts the solicitation or award of the contract was improper, and may include all documents and information deemed relevant to the protest.
- f. The RFA Administrator, within 15 days of receipt of the protest, may submit a response to the protest to the head of the purchasing agency and the protestant. The protestant may file a reply to the response within 10 days of the date of the response.
- g. The Secretary of Transportation or his designee shall review the protest and any response or reply and review additional documentation or information deemed necessary to render a decision, and, at his sole discretion, may conduct a hearing. The protestant and the RFA Administrator will be given a reasonable opportunity to review and address any such additional documentation or information.
- h. Within 60 days of the receipt of the protest, unless an extension is otherwise agreed to by the Secretary of Transportation and the protestant, the Secretary of Transportation or his designee shall issue a written determination which is a final order stating the reasons for the decision.
- i. Within 15 days of the mailing date, a protestant may file an appeal of the final determination denying a protest to the Commonwealth Court. The appeal may not raise issues not raised by the protestant before the Department.
- j. The Department shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.
- k. In the event of a timely protest and until the time has elapsed for the protestant to file an appeal with the Commonwealth Court, the Department shall not proceed further with the solicitation or with the award of the contract unless and until it makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect substantial interests of the Commonwealth.

The foregoing is intended as a summary of Section 1711.1 for informational purposes only. In the event of a conflict with Section 1711.1 the statutory language shall prevail. Nothing herein shall be construed in any way that affords a protestant any rights in addition to those specifically set forth in Section 1711.1 of the Commonwealth Procurement Code.

I-20. **Existing Contracts.** All existing contracts for Third Party Commercial Driver's License Skills Testing Services with the Department shall remain effective.

## **PART II – INFORMATION REQUIRED FROM APPLICANTS**

**Applications should be submitted in the format outlined below.** To be considered, the application must respond to all requirements in this part of the RFA. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the application.

II-1. **Statement of the Problem.** State in a brief paragraph your understanding of the objectives of the Third Party Commercial Driver's License Skills Testing Services Program.

II-2. **Management Summary.** Include a narrative describing the proposed approach that will be used to achieve the objectives of the Third Party Testing Program.

II-3. **Work Plan.** Describe in narrative form how you will meet the requirements for on-line title 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.)

V. **Requirements for Third Party Testers.** Describe how you will meet the requirements as listed in Part IV- Work Statement, Section V, requirements for Third Party Testers, A, (1-14), B (1-2), C (1) and D (1-3).

VI. **Facility Requirements.** Describe how you will meet the facility requirements as listed in Part IV – Work Statement, Section VI, Facility requirements, A (1), B (1-2), and C (1-12). You must demonstrate that your facility meets or exceeds all the Department requirements.

VII. **Service Personnel and Staffing Requirements.** Describe how you will meet the requirements as listed in Part IV – Work Statement, Section VII, Service Personnel and Staffing Requirements, A-M. Also, the applicant will submit a management plan that addresses monitoring and compliance issues relative to the performance of Third Party Examiners.

VIII. **Requirements for Third Party Examiners.** Describe how you will meet the requirements as listed in Part IV – Work Statement, Section VIII, Requirements for Third Party Examiners, A and B (1-11).

IX. **Applications.** Complete and submit the DL-400CD Form, Commercial Driver's License Third Party Tester Application, attached as Appendix B to this RFA. **This form must be signed by an official authorized to bind the contractor to its provisions.**

II-4. **Related Experience/References.** Include experience in similar efforts of this type, scope and duration. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company/organization. Projects referred to should be identified and the name of the customer shown, including the name, address and telephone number of the responsible official of the customer, company or agency who may be contacted by the Department.



II-5. **Personnel.** Include the number and names of executive and professional who will be engaged in the work. Explain where these personnel will be physically located during the time they are engaged in the work. Include education backgrounds and experience in similar type of work. Indicate the responsibilities each will have in this project and how long each has been with your company/organization. List Third Party examiners and/or the names of individuals you plan to have certified as examiners. Please note requirements for Third Party Examiners listed in Part IV – Work Statement, Section VIII, Requirements for Third Party Examiners.

II-6. **Facilities.** Include interior and exterior color photographs (7 sets) of the proposed CDL Third Party Test facility and skills testing area including any potential vehicles to be used for testing. **The Department reserves the right, at its discretion, to make an on-site visit to each selected applicant prior to executing a contract to confirm that the applicant meets or exceeds all of the requirements.**

## **PART III – CRITERIA FOR SELECTION**

III-1. All applications received from contractors will be reviewed and evaluated by a committee of qualified personnel selected by the Department. The committee will recommend for selection the applications that are received by the Department and meet all the requirements as listed in the RFA.

III-2. The following areas of consideration will be used in determining if the requirements have been met:

- a. **Understanding the Problem.** This refers to the applicant's understanding of the Department's needs that generated this RFA, of the Department's objectives in asking for the services, and of the nature and scope of work involved as evidenced in Part II – Information Required from Applicants, II-1, Statement of the Problem, which is submitted by the applicant.
- b. **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the project by the applicant as evidenced in Part II – Information Required from Applicants, II-3, VII, Service Personnel and Staffing Requirements, which are submitted by the applicant. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on services similar to that described in the RFA. Particular emphasis is placed on the qualifications of the project manager.

Also, of importance is the management plan submitted by the applicant that addresses the monitoring and compliance issues relative to the performance of Third Party Examiners.

- c. **Soundness of Approach.** Emphasis here is on the approach that will be used to achieve the objectives of the Third Party Commercial Driver's License Skills Testing Services Program as evidenced in Part II, Information Required from Applicants, II-2, Management Summary, which is submitted by the applicant. Of equal importance is whether the proposed approach is completely responsive to all written specifications and requirements contained in the RFA and if it meets the Department's objectives.
- d. **Work Plan.** Emphasis here is on the applicant's ability to meet the requirements of Part IV – Work Statement, Third Party Commercial Driver's License (CDL) Skills Testing Services Application Requirements, as evidenced in Part II-Information Required from Applicants, II-3, Work Plan, which is submitted by the applicant

- e. **Facilities.** Emphasis here is on the information provided which demonstrates that the applicant can meet or exceed the Department's facility requirements as evidenced by Part II – Information Required from Applicants, II-3, Work Plan, VI, Facility Requirements, which is submitted by the applicant, and by II-6, Facilities, whereby the applicant will submit interior and exterior photographs of the proposed CDL Third Party Test facility, and skills testing area including any potential vehicles to be used for testing. Also, taken into consideration is the on-site visit to each selected applicant prior to executing a contract to confirm that the applicant meets or exceeds all of the Department's requirements, if the Department, at its discretion, decides to conduct an on-site visit.

## **PART IV – WORK STATEMENT**

### **THIRD PARTY COMMERCIAL DRIVER’S LICENSE (CDL) SKILLS TESTING SERVICES APPLICATION REQUIREMENTS**

#### **I. Introduction**

The Federal Motor Carrier Safety Regulations at 49 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. The department refers to this group as “Third Party Testers.”

Most of the customers who have used Third Party Testers believe they are convenient, in particular because many Third Party Testers supply vehicles to be used for training and/or testing. The Department is selecting additional Third Party Testers. The Department reserves the right, at its sole discretion, to authorize the Third Party Testers to add additional test sites statewide within the time frame of their agreement.

#### **II. Background**

In 1986, the Federal Government enacted the Commercial Motor Vehicle Safety Act. The purpose of the legislation was to reduce or prevent commercial motor vehicle accidents, fatalities and injuries. These objectives are met by permitting commercial drivers to hold only one valid driver’s license, disqualifying commercial drivers who have committed certain serious traffic violations, and strengthening licensing and testing standards. To assist with the anticipated volume of tests that arose, the Department implemented the Third Party Testing program pursuant to Section 1607(a)(3) of Pennsylvania’s Vehicle Code, 75 a. C.S. § 1607(a)(3).

A Third Party Tester can be a person, an agency of Pennsylvania or another state, an employer, a private institution, association or driver training school, or a department, agency or instrumentality of local government. The Third Party Tester enters into an agreement with the Department and must administer the same skills test that the Department would administer. The license the applicant ultimately receives is a valid Pennsylvania commercial driver’s license. Given the potential for fraudulent issuance of licenses or the potential for individuals to be licensed who do not have the required level of skill to operate today’s commercial vehicles, the selected Third Party Testers will be required to meet a stringent set of performance standards. These standards include criteria for employees, facilities, document security, training, equipment and testing procedures. These requirements are consistent with those used by the department when establishing skills testing at a state-operated facility.

In general, Third Party Testers will examine an applicant’s permit, registration and insurance to ensure that all legal requirements are met. They will complete the necessary State supplied forms for test scoring and record keeping, and administer the skills portion of the test in accordance with testing procedures provided by the Department. Once the test is completed, the Third Party Tester will inform the applicant as to their test results and guide them to the appropriate state

facility for the completion of the licensing process. The entire process will be conducted in an environment that places customer service and convenience at the forefront while still maintaining high testing standards and security.

The selected Third Party Tester will work in partnership with the Department in providing outstanding customer service, high quality test services and increased accessibility to the licensing process. Attached is the current flyer (Appendix D) that lists the Driver License Centers and Third Party Testers.

### **III. Purpose**

The purpose of this agreement is to establish procedures to permit persons other than employees of the Department of Transportation to conduct the skills test required for commercial driver's applicants. Third Party Testers will be authorized to administer skills tests to employees and non-employees. A fee may be levied by the Third Party Tester to commercial driver applicants for test administration and commercial motor vehicle use. Authority to administer skills tests will be granted only to Third Party Testers under agreement with the Department and utilizing Third Party Examiners certified by the Department.

### **IV. Definitions**

The following words and terms, when used in these requirements, shall have the following meaning, unless the context clearly indicates otherwise:

- “BCS” means basic control skills.
- “CDL” means commercial driver's license.
- “Department” means the Pennsylvania Department of Transportation (PennDOT).
- “Driver” means each person who is administered a partial or full skill test where a CDL Driver Examination Report (DL402CD) must be completed.
- “Employee” means a payroll employee or person who has applied for employment and whose employment is contingent upon obtaining a CDL.
- “Employer” means a person who owns or leases commercial motor vehicles and assigns employees to drive such vehicles.
- “FMCSR” means the Federal Motor Carrier Safety Regulations adopted by the U.S. Department of Transportation pursuant to the Motor Carrier Safety Act of 1986.
- “Third Party Tester” means a person/entity certified by the Department to administer a skills test to CDL applicants in accordance with these requirements.
- “Third Party Examiner” means an individual who is a payroll employee of a Third Party Tester and who is certified by the Department to conduct the skills test required for a CDL.

### **V. Requirements for Third Party Testers**

A. To qualify for certification, a Third Party Tester must:

1. Make application to and enter into an agreement with the Department as provided in Part IV-Work Statement, Section IX, Applications, of these

requirements. NOTE: The application must be approved before an agreement can be executed.

2. Maintain a place of business or education in Pennsylvania for a minimum of two (2) years or be an agency of government.
3. Employ at least one certified Third Party Examiner.
4. Ensure that all Third Party Examiners employed are certified by the Department as a Third Party Examiner and comply with the requirements of Part IV-Work Statement, Section VIII, Requirements for Third Party Examiners, of these requirements.
5. Permit the Pennsylvania Department of Transportation and the Federal Highway Administration of the U.S. Department of Transportation to examine its records and audit its testing programs set forth in Part IV-Work Statement, Section XII, On-Site Inspections and Audits, of these requirements.
  - a) Permit the Department to conduct announced and unannounced audits at the Department's discretion.
6. Maintain at each approved Third Party Testing location, for a minimum of two years, a record of each driver for whom the Third Party Tester conducts a skills test, whether or not the driver passes or fails the test. Each such record shall include:
  - a) The complete and current name and residential address of the driver.
  - b) The driver's Pennsylvania license number.
  - c) The date the driver took his/her skills test.
  - d) The test score sheet(s) showing the results of the skills test.
  - e) The name and certification number of the Third Party Examiner conducting the skills test.
  - f) The terms of payment, if appropriate, for every person receiving testing relating to the operation of a commercial motor vehicle.
  - g) A record of all receipts and disbursements pertaining to the testing program.
  - h) The make, model, and registration number of the commercial motor vehicle(s) used to conduct the testing.
  - i) The written contract (copy), if applicable, with any person or group of persons being tested.

7. Maintain at each approved testing location, a record of each Third Party Examiner in the employ of the Third Party Tester at that location. Each record shall include:
    - a) Name, current residential address, and social security number.
    - b) The certificate, issued by the Department for each Third Party Examiner employed, which must be prominently displayed.
    - c) A copy of the Third Party Examiner's current criminal check and a current driving record, which must be updated annually.
    - d) Documentation establishing that the Third Party Examiner is a payroll employee of the Third Party Tester.
  8. Retain the record required in #7 above for at least two years after the Third Party Examiner leaves the employ of the Third Party Tester.
  9. Ensure that skills tests are conducted in accordance with the requirements of Part IV-Work Statement, Section XIV, Test Administration, herein or any subsequent requirements and the instructions provided by the Department.
  10. Ensure that if any complaints are received by the Department from Third Party Examiners and/or drivers that Third Party Testers shall fully cooperate with any investigation by the Third Party Program Manager or other designated Department official.
  11. Maintain compliance with all applicable provisions of these requirements and the Third Party Tester agreement executed pursuant to Part IV-Work Statement, Section IX, Applications.
  12. Each third party testing site must be able to ensure that at least 50 driver tests, per year, will be administered. This requirement may be waived pursuant to Part IV-Work Statement, Section XVI, Waiver of Minimum Test.
  13. Maintain on file a written quarterly internal review of all CDL testing procedures and policies.
  14. Report hours of operation per day/week.
- B. In addition to the requirements listed in part IV- Work Statement, Section V, Requirements for Third Part Testers, A, all Third Party Testers who are not an agency of local government must:
1. Maintain a weekly report on-site, and submit to the Department on the first business day of every 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.

2. If subject to the FMCSRs, maintain a Department of Transportation (DOT) safety rating of satisfactory.
- C. Record Safety:
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.
- D. Test Results Processing:
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.
  2. For any driver who has successfully completed all testing and is in immediate need of his photo license, the Third Party Tester must contact the assigned Driver License Center by phone, to arrange for this service.
  3. Under no circumstances is the Third Party Tester or Third Party Examiner to send the driver to the Driver License Center with the CDL Driver's Examination Report (DL402CD). The CDL Skills Test Score Sheet (DL403CD) or any other documents relating to the test must never be in the possession of the driver.

## **VI. Facility Requirements**

- 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 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 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.

**VII. Service Personnel and Staffing Requirements**

- A. The CDL Third Party Tester shall employ personnel who are responsible, dedicated and capable individuals.
- 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. 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.
- C. The CDL Third Party Tester must provide, for approval to the Department, a detailed organization chart clearly describing the chain of command from specific site staff to the CDL Third Party Program Manager.
- D. The Third Party Tester shall be required to provide for approval by the Department a job description for each position noted on the organization chart referenced in Part IV-Work Statement, Section VII, Service Personnel and Staffing Requirements, C, above. Each job description shall contain the following:
  1. Title of the position.
  2. Basic job function statement.
  3. The title of the position to whom the employee reports.

4. Job duties and responsibilities.
  5. Scope of authority.
  6. Standards of performance to include that all skills testing will be administered in accordance with test standards and instructions supplied by the Department.
- E. Every CDL Third Party Testing employee upon hire shall receive a copy of his/her current job description and the organizational chart.
  - F. Third Party Tester staff will be responsible for accurately and courteously providing basic information related to CDL driver licensing procedures and policies to customers. Staff will be responsible for maintaining a well-organized, neat and clean office.
  - G. Any employee found not performing in accordance with established standards as defined in their job description will be disciplined to the satisfaction of the Department. Such discipline may include removal from the CDL Third Party Testing Program.
  - H. The CDL Third Party Tester shall maintain current and permanent records for all persons responsible for the operation, supervision or management of the CDL Third Party Testing Program under this agreement. Personnel records shall be made available to the Department and authorized auditors upon request.
  - I. The CDL Third Party Tester will designate one manager who directs its overall operations and will be the Department's contact person. The CDL Third Party Tester shall provide, as a condition of the agreement, competent, continuous supervision and instruction to insure that each CDL third party test site is properly operated. A designated supervisor must be available at the CDL third party testing site during all hours of operation.
  - J. The Department must have access to designated supervisory staff during all hours of CDL third party testing.
  - K. The Department at its discretion, reserves the right to make unannounced visits to observe and inspect CDL Third Party Testing Operations.
  - L. The CDL Third Party Tester shall supply to every Third Party Examiner and Supervisor, including back up staff, an identification badge which shall be worn by employees at all times while on duty so that each Third Party Examiner or Third Party Examiner Supervisor is readily identifiable by customers.
  - M. The CDL Third Party Tester shall submit to the Department a management plan that addresses monitoring and compliance issues relative to the performance of the Third Party Examiners. This plan will be submitted with this application.
  - N. The Department reserves the right to amend the Department's Third Party Skills Testing Requirements.

## VIII. Requirements for Third Party Examiners

- A. Third Party Examiners shall be certified to conduct skills tests on behalf of only one Third Party Tester at any given time. If a Third Party Examiner leaves the employ of the Third Party Tester, he must be recertified in order to conduct skills test on behalf of a new Third Party Tester.
- B. To qualify for certification as a Third Party Examiner, an individual must:
  - 1. Make application to the Department as provided in Part IV, Section IX, Applications, B, of these requirements.
  - 2. Be a payroll employee of the Third Party Tester.
  - 3. Possess a valid Pennsylvania Commercial Driver's License with the highest classification and all possible endorsements that the Third Party Tester is certified by the Department to conduct tests.
  - 4. Be able to demonstrate technical knowledge of the mechanical parts of various motor vehicles, including, but not limited to: engine accessories, braking systems, electrical systems and suspended systems.
  - 5. Within three years prior to application and during certification, have had no driver's license suspensions, revocations, cancellations, recalls, or disqualifications.
  - 6. Within three years prior to application and during certification, have no more than 6 points on his/her driving record.
  - 7. Within three years prior to application and during certification have had no conviction for Driving under the Influence (DUI).
  - 8. Within three years prior to application and during certification have not been subject to the Accelerated Rehabilitative Disposition (ARD) Program.
  - 9. Satisfactorily complete the Third Party Examiner training course(s) required by the Department.
    - a) After successful completion of the course, the Department will issue an examiner certificate to the Third Party Tester.
  - 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.
  - 11. 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. This requirement may be

waived according to Part IV, Section XVI, Waiver of Minimum Test, of these requirements.

- C. The Department reserves the right to amend the Department's Third Party Skills Testing Requirements.

## IX. Applications

- A. Application for Third Party Tester certification.

- 1. An application for certification shall provide the following information on an enclosed form provided by the Department.
  - a) Name and address and telephone number of principal office or headquarters.
    - 1) The headquarters must be a permanent, regularly occupied structure in which administrative and/or operational business is conducted. It cannot be a residence.
    - 2) Any business location shall be accessible by public telephone and shall have an established, permanent mailing address.
  - b) Name, title, address and telephone number of an individual in Pennsylvania who has been designated to be the contact person with the Department.
  - c) Description of vehicle fleet owned or leased by the applicant to be used for skills testing, including the number of commercial motor vehicles by class and type. Applicant must also attach required certification of insurance for all testing vehicles.
  - d) Classes and types of commercial motor vehicles for which the applicant seeks to be certified as a Third Party Tester.
  - e) Total number of Pennsylvania licensed drivers employed to operate commercial motor vehicles, and the number of such drivers who are full time, part time, casual and seasonal.
  - f) Name, driver's license number and residential address of all payroll employee(s) who are to be certified as Third Party Examiners. Employee(s) who have been previously certified as examiners by the Department must include the examiner(s) certification number(s).
  - 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.

- h) The name, address, contact person, and telephone number for any entity including, but not limited to, employers and driver training schools, for which the applicant receives or will accept referrals of individuals to be given skills tests. The applicant must notify the Department in writing of any changes, modifications, additions, or deletions to this information within thirty days of such change, modification, addition, or deletion.
- i) If the 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.

- 2. An applicant for Third Party Tester certification shall also execute an agreement, provided by the Department, in which the applicant agrees, at a minimum, to comply with the requirements and instructions of the Department for Third Party Testers, including audit procedures, and agrees to hold the Department harmless from liability resulting from the Third Party Tester's administration of its CDL skills test program.

**B. Application for Third Party Examiner certification.**

- 1. An applicant for Third Party certification shall provide the following information on a form provided by the Department:
  - a) Name, residential address, business address, and telephone numbers.
  - b) Applicant Pennsylvania commercial driver's license number.
  - c) Name, address and telephone of the applicant's employer who has applied for or received certification as a Third Party Tester.
  - d) A list of classes and types of vehicles for which the applicant seeks certification to conduct skills tests.

**C. Evaluation of application by the Department.**

- 1. The Department will evaluate the material submitted by the Third Party Tester applicant. If the application materials are satisfactory, the Department may, at its discretion, schedule an on-site inspection of the applicant's third party testing program to complete the evaluation.

2. The Department will evaluate the material submitted by the Third Party Examiner applicant as well as the applicant's driving record. If the application materials and driving record are satisfactory, the Department will schedule the applicant for the Third Party Examiner training course. Training may be waived if the applicant is seeking recertification because he or she has changed employers.
3. The Third Party Tester applicant must have a satisfactory report/rating from the Public Utility Commission and Federal Department of Transportation (DOT), if applicable.
4. Preference to selection will be given to applicants who offer testing services to the general public.

**X. Approval/Certification by the Department**

- A. Upon successful application and evaluation and after an agreement has been fully executed, a Third Party Tester will be issued a letter and certificate which must be prominently displayed at each approved testing facility. This letter/certificate grants the authority to administer a Third Party Testing Program for the classes and types of vehicles listed.
- B. Upon successful application, evaluation and training, a Third Party Examiner will be issued a letter and two certificates. The pocket certificate must be carried by the Examiner while conducting any skills test and the 8" x 11" certificate must be prominently displayed at the approved testing facility granting the authority to conduct skills tests for the classes and types of commercial motor vehicles listed.
- C. The Department may, at any time, require Third Party Testers and Examiners to recertify their qualifications to administer the skills test.
- D. The term of the certification shall be for a maximum period of 5 years, subject to written confirmation by the Department to the Third Party Tester or Third Party Examiner to be issued at least 90 days prior to the end of the preceding year, that the Department, at its discretion, has determined that the certification will remain in effect for the succeeding year. Certification is invalid upon cancellation or decertification by the Department or when it is voluntarily relinquished by the Third Party Tester or Third Party Examiner.
- E. The Department reserves the right to amend the Department's Third Party Skills Testing Requirements.

**XI. Termination/Cancellation/Decertification of Third Party Testers and Examiners**

- A. The Department reserves the right to cancel the Third Party Testing Program in its entirety.

- B. The Department shall have the right to terminate the agreement with the Third Party Tester or it may cancel or decertify a Third Party Tester or Third Party Examiner for its convenience.
- C. The Department has the right to terminate the agreement of the Third Party Tester or to cancel or decertify a Third Party Tester or Third Party Examiner for cause which includes, but is not limited to:
  - 1. Failure to comply with or satisfy any of the provisions of these or any subsequent requirements, the Department's instructions, or the Third Party Tester's agreement.
  - 2. Falsification of any records or information relating to the Third Party Testing Program.
  - 3. Commission of any act that compromises or in any way impacts the integrity of the Third Party Testing Program.
  - 4. If the Third Party Examiner's operating privilege is suspended, revoked, recalled, or disqualified.
  - 5. Unsatisfactory audit findings, willful failure to attend a scheduled audit, training session or failure to correct any discrepancies noted on the audit report.
- D. If the Department determines that grounds for termination or decertification exist for failure to comply with or satisfy any of these requirements of the Third Party Tester agreement, the Department at its discretion, may allow the Third Party Tester or Examiner 30 days to correct the deficiency.
- E. The Department may suspend or decertify the Third Party Tester or Examiner certificate as a result of unsatisfactory audit findings, willful failure to attend a scheduled audit, training session or failure to correct any discrepancies noted on the audit report.

**XII. On-Site Inspections and Audits**

- A. Certified Third Party Testers and/or Third Party Examiners shall permit the Department or U.S. Department of Transportation or their designees to conduct random examinations, inspections, and audits with or without prior notice.
- B. The examinations, inspections, and audits may be overt or covert or a combination thereof.
- C. Examinations, inspections, and audits will include, but are not limited to, the following:
  - 1. Records relating to the Third Party Testing Program.
  - 2. Evidence of compliance with the FMCSRs.

3. Skills testing procedures, practices and operation.
4. Vehicles used for testing.
5. Qualifications of Third Party Examiners.
6. Employment and payroll records of Third Party Examiners.
7. Effectiveness of the skills test program by either (i) testing a sample of drivers who have been tested by the Third Party Tester or Third Party Examiner or (ii) having the Department employees or its designee take the skills tests from a Third Party Examiner.
8. Any other aspect of the Third Party Tester's operation that the Department determines is necessary to verify that the Third Party Tester meets the requirements for certification.

### **XIII. Notification Requirements**

#### **A. Third Party Testers must:**

1. Notify the Department in writing within 72 hours of any change in:
  - a) The Third Party Tester's name or address.
  - b) The Third Party Examiners who are employed by the Third Party Tester.
  - c) The Third Party Examiner's driving status.
2. Notify the Department in writing within 72 hours of any of the following occurrences:
  - a) The Third Party Tester ceases business operations in Pennsylvania.
  - b) The Third Party Tester is unable to comply with any of these requirements.
  - c) Any Third Party Examiner that receives notice from the Department of suspension, decertification, recall, or disqualification.
  - d) Any Third Party Examiner that fails to comply with any of these Department requirements.
  - e) Request approval from the Department for any proposed change in the basic control skills area or skills test route. Changes necessary accommodate temporary detours due to construction or emergency situations need not be reported to the Department.



- B. The Third Party Tester shall notify the Department in writing, within 72 hours, of any Third Party Examiner leaving the employ of the Third Party Tester. The corresponding examiner certificates shall be returned to the Department.
- C. The Third Party Examiner must:
  - 1. Notify the Third Party Tester of:
    - a) Change of residential address.
    - b) Any suspensions, revocation, recall or disqualification of their driver's license.
    - c) Any time 6 points or more are on their driving record.
  - 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.
  - 3. Not administer any tests when hired by a new Third Party Tester until recertified by the Department.

**XIV. Test Administration**

- A. All driver applicants for testing must have with them during the test both a valid Pennsylvania Driver's License and a valid learner's permit for the proper class restriction and/or endorsement being tested for.
- B. Skills tests shall be conducted strictly in accordance with the provisions of these requirements and with current test instructions provided by the Department. Such instruction will include test forms
- C. Skills tests shall be conducted:
  - 1. On test routes approved by the department (routes must be located in Pennsylvania).
  - 2. In a vehicle that is representative of the class and type of vehicle for which the CDL driver applicant seeks to be licensed. The Third Party Tester and Third Party Examiner are certified to test combinations with a maximum length of a single trailer that shall not exceed 53', provided the distance between the king pin of the trailer and the center line of rear axle or axle group does not exceed 41'.
  - 3. In vehicles that are insured, as required by law. Insurance requirements are as follow:

- a) All Third Party Testers shall maintain bodily injury and property damage liability insurance on motor vehicles used in driving tests which insures the liability of the testing program, the examiner and any person taking the test in the amounts required by state law.
- b) 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.
- c) 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.
- d) Vehicles used for testing shall be currently inspected and road worthy.
- e) If the Third Party Tester is self-insured, an appropriate certificate shall be filed with the Department.

**XV. Advertising**

- A. No advertisement shall indicate in any way that a program can issue or guarantee the issuance of a driver's license, or imply that the program can in any way influence the department in the issuance of a license or imply that preferential, sanctioned, or advantageous treatment from the department can be obtained.
- B. Testers that are, in fact, certified by the Department may in their advertising state they are "Certified" but shall not indicate that their program is approved, sanctioned, or in any other way endorsed by the Department over any program.

**XVI. Waiver of Minimum Test**

- A. Any applicant for certification as a Third Party Tester may submit with their Application a request for a waiver of the minimum test requirements found in Part IV, Section V, Requirements for Third Party Testers, A, 12.
- B. Such a request shall include the following:
  - 1. Number of drivers employed by the applicant.

2. Distance from the Department's nearest driver's examination point.
  3. Estimated number of drivers per year who will require CDL skills testing.
  4. Justification for the request.
- C. The Department will consider the request and notify the applicant in writing of its decision after reviewing and evaluating the application.

**XVII. Bond**

The Third Party Tester shall maintain with the Department a Performance Bond in the amount of \$100,000 (0-99 Tests), \$150,000 (100-249 Tests) or \$250,000 (over 250 Tests), depending on the proposed number of tests to be administered in a calendar year by each certified Third Party Tester. Bonds will not exceed \$250,000. The Performance Bond shall be executed by a surety company authorized (by law) to transact business (with) in this Commonwealth. After notification of selection, the awarded applicant must secure a performance Bond prior to execution of the contract. The Department will not issue a Notice to Proceed until the appropriate bond is in place.

- A. The Performance Bond shall be for the use and benefit of the Department who has sustained a monetary loss within the limitations of the Performance Bond attributable to the intentional or negligent conduct of the third party or its agents or employees, including, but not limited to, losses incurred in negotiating checks or other instruments drawn by the Third Party Tester.
- B. If the amount of the Performance Bond is decreased, or if there is a final judgment outstanding on the Performance Bond, the Third Party Tester's Department authorization shall be suspended (or terminated) until steps are taken, satisfactory to the Department, to restore the original amount of the Performance Bond.
- C. If the Performance Bond is terminated or becomes unsatisfactory for any reason, the authorization to operate third party testing will be suspended or terminated until the third party furnishes the Commonwealth with satisfactory substitute Performance Bond in the amount required by the Department.
- D. Please refer to Commercial Driver's License Testing agreement (Non-Public), Paragraph 12 for additional information regarding the Performance Bond attached as Appendix C.

Agreement No.: \_\_\_\_\_  
Federal Tax ID No.: \_\_\_\_\_

COMMERCIAL DRIVER'S LICENSE  
TESTING AGREEMENT  
(NON-PUBLIC)

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the Commonwealth of Pennsylvania acting through the Department of Transportation, hereinafter called the DEPARTMENT,

and

---

called the COMPANY.

BACKGROUND

1. The Commercial Motor Vehicle Safety Act of 1986, Public Law 99-570, 49 U.S.C. APP § 2701 (“Act”), requires the Secretary of the U.S. Department of Transportation (“Secretary”) to issue regulations establishing minimum federal standards for testing and insuring fitness of persons who operate commercial motor vehicles.
2. The Act permits states to administer driving skills tests approved by the Secretary or to enter into an agreement with a third party to administer such tests provided that the third party administers the same tests as those which would otherwise be given by the Department and meets minimum standards established by federal regulation.
3. The DEPARTMENT has adopted regulations, specifically set forth in 67 Pa. Code, Chapter 75, for the purpose of complying with the Act by setting forth minimum testing standards to apply to Class A, B, and C drivers.
4. The COMPANY has submitted an application to the DEPARTMENT seeking permission to enter into an agreement as a third-party tester eligible to administer driving skills tests required by the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq.), and DEPARTMENT regulations.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

1. The above clauses are incorporated herein by reference.
2. The DEPARTMENT grants permission to the COMPANY to administer driving skills tests as a third-party tester in accordance with the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq. (A)), DEPARTMENT regulations, and the DEPARTMENT'S third-party skills testing requirements.

3. The COMPANY shall, at all times when performing its function of administering driving skills tests, comply with the applicable requirements of the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq.), DEPARTMENT regulations and the DEPARTMENT'S third-party skills testing requirements, all of which are full incorporated herein by reference as though physically attached.
4. The COMPANY shall prominently display at its place of business its third-party tester certificate and its examiner's certificate.
5. The COMPANY shall provide any driver applicant who takes and passes the driving skills tests with documented proof of test completion.
6. The DEPARTMENT and the Secretary or designees shall, without prior notification, have the right to conduct random examinations, inspections or audits of the COMPANY'S third-party testing program. Further, the DEPARTMENT shall have the right to conduct on-site inspections of the COMPANY'S testing program as often as, and in the manner which, it deems necessary
7. The COMPANY shall be fully accountable for the oversight and conduct of its examiners and shall utilize only examiners that have the same qualifications and meet the same training standards as the DEPARTMENT'S examiners, to the extent necessary to conduct driving skills tests in compliance with the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq.), and DEPARTMENT regulations.
8. The COMPANY shall obtain a Pennsylvania State Police background check of all personnel to be employed administering driving skills tests to determine if they have been convicted of a criminal offense. A copy of the results of the background check must be submitted to the Department and, if a conviction exists, the COMPANY must secure DEPARTMENT approval before hiring the person involved. The DEPARTMENT takes the position that anyone convicted of a criminal offense is not barred from employment by the COMPANY in all cases. Each case will be considered on its merits.
9. The DEPARTMENT, or its designee(s), shall, at any time, have the right to covertly or overtly take the tests actually administered by the COMPANY as if the DEPARTMENT, or its designee(s), were a test applicant, and the DEPARTMENT shall have the right to test a sample of drivers who were examined by the COMPANY to compare test results.
10. The COMPANY shall report to the department, in accordance with regulations, or in any manner dictated by the DEPARTMENT, the results of all tests administered.
11. The COMPANY shall indemnify, save harmless, and defend (if requested) the DEPARTMENT, its officers, agents, and employees, from and against any or all claims, suits, or actions seeking damages for injury, death, or property damage which arise, or are alleged to have arisen, out of the obligations of the COMPANY set forth in this Agreement.

After notification of selection, the awarded applicant must secure a performance bond prior to execution of the contract. The Department will not issue a Notice to Proceed until the appropriate

bond is in place. The COMPANY shall submit to the PA Department of Transportation, Bureau of Office Services, Commonwealth Keystone Building, 400 North Street, 5<sup>th</sup> Floor , Harrisburg, Pennsylvania, 17120-0041, Attention: John Cox or his designee, a performance bond in favor of the Commonwealth of Pennsylvania, in the amount of \$\_\_\_\_\_, with sureties satisfactory to the Commonwealth. The bond shall specify that the skills testing undertaken pursuant to this Agreement will be administered in a manner satisfactory to the DEPARTMENT and that the surety is responsible for all costs and expenses up to the bond amount resulting from unsatisfactory performance including, but not limited to, those relating to the retesting of drivers such as is deemed necessary by the DEPARTMENT. The term of the bond shall commence upon the date which the COMPANY commences driving skills testing and shall remain in effect through the first year of this Agreement

For each succeeding year of this Agreement, the COMPANY shall notify the DEPARTMENT by registered mail, no later than sixty (60) days prior to the end of the preceding year, of the intention of the surety to provide a bond for the next year and submit, no later than thirty (30) days prior to the end of the preceding year, a fully executed bond for the succeeding Agreement year. Failure to comply with these requirements shall be a material breach of the Agreement, may be cause of termination and may be cause for default. If the surety bond provides for automatic renewal, it shall be deemed in automatic compliance with this Agreement.

12. The DEPARTMENT, in addition to any rights set forth in regulations, shall have the right to terminate this Agreement for any of the following reasons:
  - a. Failure by the COMPANY to comply with driving skills test standards required by the Act, federal regulations, Vehicle Code (75 Pa. C.S. 1601 et seq.), DEPARTMENT regulations, or the DEPARTMENT'S third-party skills testing requirements; or
  - b. Upon written notice for poor performance or nonperformance by the COMPANY of its obligations under this Agreement; or
  - c. DEPARTMENT'S decision to eliminate some or all of the third-party testing agreements upon thirty (30) days' written notice; or
  - d. Any other reason or cause which, in the opinion of the DEPARTMENT, renders the COMPANY unfit to continue its obligations under this Agreement; or
  - e. For convenience, upon thirty (30) days' written notice.
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 letter, signed by the contract administrator and an official authorized to bind the Contractor to its provisions.
14. The COMPANY shall perform the services during the sixty (60) months following the date of the written Notice to Proceed to be issued by the DEPARTMENT. This Agreement may be renewed, upon the same terms and conditions, by means of a letter signed by duly authorized

representatives of the DEPARTMENT, the COMPANY, the Office of Chief Counsel, and the Office of the Comptroller, for two additional five (5)-year periods.

15. The COMPANY agrees to comply with the following provisions, and subsequent amendments, and these provisions are hereby incorporated by reference as though set forth in full herein and made part of this agreement: Management Directive 215.9, "Contractor Responsibility Program;" Management Directive 215.8, "Contractor Integrity Provisions;" Management Directive 215.12, "Provisions for Commonwealth Contracts Concerning the Americans with Disabilities Act;" Management Directive 230.10, "Travel and Subsistence Allowances;" Management Directive 505.30, "Prohibition of Sexual Harassment in Commonwealth Work Settings;" and Management Directive 215.16, "Contract Compliance Program."

Sample

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CONTRACTOR:

BY

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

\_\_\_\_\_

*If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer, or Chief Operating Officer must sign; if one of these officers are not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only the general partner may sign. If a Limited Liability Company ("LLC"), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority or other entity, please attach a resolution.*

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_

Deputy Secretary of                      DATE  
Transportation

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_

Chief Counsel                      DATE

RECORDED NO. \_\_\_\_\_

CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_

SYMBOL \_\_\_\_\_

AMOUNT \_\_\_\_\_

BY \_\_\_\_\_

For Comptroller                      DATE

Preapproved Form:  
OGC NO. 18-K-2640  
Appv'd OAG 09/20/99  
Third Party Non Public



Agreement No. : \_\_\_\_\_  
Federal Tax ID. No. : \_\_\_\_\_

COMMERCIAL DRIVER'S LICENSE  
TESTING AGREEMENT  
(PUBLIC)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Commonwealth of Pennsylvania acting through the Department of Transportation, hereinafter called the DEPARTMENT,

and

---

---

hereinafter called the PUBLIC BODY.

BACKGROUND

1. The Commercial Motor Vehicle Safety Act of 1986, Public Law 99-570, 49 U.S.C. APP § 2701 (“Act”), requires the Secretary of the U.S. Department of Transportation (“Secretary”) to issue regulations establishing minimum federal standards for testing and insuring fitness of persons who operate commercial motor vehicles.
2. The Act permits states to administer driving skills tests approved by the Secretary or to enter into an agreement with a third party to administer such tests provided that the third party administers the same tests as those which would otherwise be given by the Department and meets minimum standards established by federal regulation.
3. The DEPARTMENT has adopted regulations, specifically set forth in 67 Pa. Code, Chapter 75, for the purpose of complying with the act by setting forth minimum testing standards to apply to Class A, B, and C drivers.
4. The PUBLIC BODY has submitted an application to the DEPARTMENT seeking permission to enter into an agreement as a third-party tester eligible to administer driving skills tests required by the Act, federal regulations, the Vehicle code (75 Pa. C.S. 1601 et seq.), and DEPARTMENT regulations.

NOW, THEREFORE, the parties, intending to be legally bound, agree to the following:

1. The above clauses are incorporated herein by reference.
2. The DEPARTMENT grants permission to the PUBLIC BODY to administer driving skills tests as a third-party tester in accordance with the Act, Federal regulations, the Vehicle Code (75 Pa.

C.S. 1607 (A)), DEPARTMENT regulations, and the DEPARTMENT'S third-party skills testing requirements.

3. The PUBLIC BODY shall, at all times when performing its function of administering driving skills tests, comply with the applicable requirements of the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq.), DEPARTMENT regulations and the DEPARTMENT'S third-party skills testing requirements, all of which are fully incorporated herein by reference as though physically attached.
4. The PUBLIC BODY shall prominently display at its place of business its third-party tester certificate and its examiner's certificate
5. The PUBLIC BODY shall provide any driver applicant who takes and passes the driving skills test with documented proof of test completion.
6. The DEPARTMENT and the secretary or designees shall, without prior notification, have the right to conduct random examinations, inspections or audits of the PUBLIC BODY'S third-party testing program. Further, the DEPARTMENT shall have the right to conduct on-site inspections of the PUBLIC BODY'S testing program as often as, and in the manner, which, it deems necessary.
7. The PUBLIC BODY shall be fully accountable for the oversight and conduct of its examiners and shall utilize only examiners that have the same qualifications and meet the same training standards as the DEPARTMENT's examiners, to the extent necessary to conduct driving skills tests in compliance with the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq.), and DEPARTMENT regulations.
8. The PUBLIC BODY shall obtain a Pennsylvania State Police background check of all personnel to be employed administering driving skills tests to determine if they have been convicted of a criminal offense. A copy of the results of the background check must be submitted to the Department and, if a conviction exists, the PUBLIC BODY must secure DEPARTMENT approval before hiring the person involved. The DEPARTMENT takes the position that anyone convicted of a criminal offense is not barred from employment by the PUBLIC BODY in all cases. Each case will be considered on its merits.
9. The DEPARTMENT, or its designee(s), shall, at any time, have the right to covertly or overtly take the tests actually administered by the PUBLIC BODY as if the DEPARTMENT, or its designee(s), were a test applicant, and the DEPARTMENT shall have the right to test a sample of drivers who were examined by the PUBLIC BODY to compare test results.
10. The PUBLIC BODY shall report to the DEPARTMENT, in accordance with regulations, or in any manner dictated by the DEPARTMENT, the results of all tests administered.
11. The PUBLIC BODY agrees to pay for any loss, liability or expense, including attorney's fees, which arises out of or relates to the PUBLIC BODY'S acts or omissions with respect to its obligations hereunder, where a final determinations of liability on the part of the PUBLIC

BODY is established by a court of law or a settlement has been agreed to by the PUBLIC BODY. This provision shall not be construed to limit the PUBLIC BODY'S rights, obligations liabilities, claims or defenses which arise as a matter of law or pursuant to any provision of this permit. This provision shall not be construed to limit the governmental immunity of the PUBLIC BODY.

12. The DEPARTMENT, in addition to any rights set forth in regulations, shall have the right to terminate this Agreement of any of the following reasons:
  - a. Failure by the PUBLIC BODY to comply with driving skills test standards required by the Act, federal regulations, Vehicle Code (75 Pa. C.S. 1601 et seq.), DEPARTMENT regulations, or the DEPARTMENT'S third-party skills testing requirements; or
  - b. Upon written notice for poor performance or nonperformance by the PUBLIC BODY of its obligations under this Agreement; or
  - c. DEPARTMENT'S decision to eliminate some or all of the third-party testing agreements upon thirty (30) days' written notice; or
  - d. Any other reason or cause which, in the opinion of the DEPARTMENT, renders the PUBLIC BODY unfit to continue its obligations under this Agreement; or
  - e. For convenience, upon thirty (30) days' written notice.
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 letter, signed by the contract administrator and an official authorized to bind the Contractor to its provisions.
14. The PUBLIC BODY shall perform the services during the sixty (60) months following the date of the written Notice to Proceed to be issued by the DEPARTMENT. This Agreement may be renewed, upon the same terms and conditions, by means of a letter signed by duly authorized representatives of the DEPARTMENT, the PUBLIC BODY, the Office of Chief Counsel, and the Office of the Comptroller, for two additional five (5)-year periods.
15. The PUBLIC BODY agrees to comply with the following provisions, and subsequent amendments, and these provisions are hereby incorporated by reference as though set forth in full herein and made part of this agreement: Management Directive 215.9, "Contractor Responsibility Program;" Management Directive 215.8, "Contractor Integrity Provisions;" Management Directive 215.12, "Provisions for Commonwealth Contracts Concerning the Americans with Disabilities Act;" Management Directive 230.10, "Travel and Subsistence Allowances;" Management Directive 505.30, "Prohibition of Sexual Harassment in Commonwealth Work Settings;" and Management Directive 215.16, "Contract Compliance Program."

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CONTRACTOR:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

*If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer, or Chief Operating Officer must sign; if one of these officers are not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only the general partner may sign. If a Limited Liability Company ("LLC"), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority or other entity, please attach a resolution.*

**DO NOT WRITE BELOW THIS LINE--  
FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary of                      DATE  
Transportation

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
Chief      Counsel

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_

AMOUNT \_\_\_\_\_  
DATE

BY \_\_\_\_\_

For Comptroller                      DATE

Preapproved Form:  
OGC NO. 18-K-2630  
Appv'd OAG 09/20/99  
Third Party Public

## **APPENDIX B**

### **COMMERCIAL DRIVER'S LICENSE THIRD PARTY TESTER APPLICATION (DL-400CD FORM)**

**NOTE: Must be signed by an official authorized to bind the contractor to its provisions. The entire application must be completed including attaching required certification of insurance for all testing vehicles.**



# COMMERCIAL DRIVER'S LICENSE THIRD PARTY TESTER APPLICATION

TYPE OR PRINT

(Complete Section A thru F) <input type="checkbox"/> Initial <input type="checkbox"/> Renewal <input type="checkbox"/> Replacement	(Complete Sections A and F and any other applicable Section) <input type="checkbox"/> Change <input type="checkbox"/> Correction <input type="checkbox"/> Publicly Held Entity <input type="checkbox"/> Privately Held Entity
---	---

SECTION A COMPANY INFORMATION	
Name: _____ Phone No. (     ) _____	
E-mail address _____ Fax No. (     ) _____	
Address: P.O. Box number may be used in addition to the actual address, but cannot be used as the only address	
_____ STREET	_____ CITY
_____ STATE	_____ ZIP CODE
Description of Business _____	
_____	
Federal ID #: _____	Number of Employed Pennsylvania Licensed Drivers
Number of Years	(Include Full-Time, Part-Time and
In Operation in PA: _____	Casual or Seasonal Drivers): _____

SECTION B TESTING INFORMATION	
Actual Examination Site Address: _____	
_____ STREET	_____ CITY
_____ STATE	_____ ZIP CODE
Examination Site Phone Number: (     ) _____	What Class of License Are You Requesting to Test: ..... <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
Will Your Company Be Testing Employees Only: ..... <input type="checkbox"/> Yes <input type="checkbox"/> No	Will There Be A Fee For Testing Other Than Company Employees: ..... <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION C VEHICLE INFORMATION	
How Many Vehicles Owned or Leased: _____	Are the Vehicles Representative of Class(es) Of License You Will Be Testing: ..... <input type="checkbox"/> Yes <input type="checkbox"/> No
How Many Vehicles Will Be Used for Testing: _____	If No to Above - Explain _____
Description of Testing Vehicles: _____	
<i>(List Registration Number, ICC/DOT and PUC Number if applicable)</i>	
_____	
_____	
(NOTE: Attach a separate sheet if more room is needed.)	

(SEE REVERSE SIDE TO COMPLETE APPLICATION)

**SECTION D****INSURANCE INFORMATION**Name of Insurance  
Company: \_\_\_\_\_Address: \_\_\_\_\_ / \_\_\_\_\_  
STREET CITY STATE ZIP CODE

Policy Numbers: \_\_\_\_\_

**SECTION E****EMPLOYED EXAMINER INFORMATION**Number of Employed  
Commercial Driver Examiners: \_\_\_\_\_Examiner's Information: \_\_\_\_\_  
(List Residential  
Address, License No.,  
Certification No. and  
Previous Certification No.) \_\_\_\_\_**SECTION F****CONTACT PERSON AND SIGNATURE BLOCK**

Name of Company: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL\_\_\_\_\_  
TITLE\_\_\_\_\_  
DATE**APPLICATION INSTRUCTIONS**

1. For initial, renewal or replacement: ENTIRE APPLICATION MUST BE COMPLETED.
2. For change or correction, Sections A and F must be completed, along with any applicable remaining Sections.
3. If your company is proposing more than one test site, an application must be completed for each site.
4. Attach a map of the on-road-driving test course.
5. An official of the company must sign this application.
6. Attach required certification of insurance for all testing vehicles.
7. If you need additional room to complete information, attach a separate sheet, listing your company name and the section you are continuing.
8. You will be notified by mail within 60 days regarding this application.

## **APPENDIX C**

### **PERFORMANCE BOND**

**NOTE: A Performance Bond must be issued by a surety authorized to do business in the Commonwealth prior to execution of a contract. The Department will not issue a Notice to Proceed until the appropriate bond is in place.**



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Commonwealth of Pennsylvania, acting through the Department of Transportation, in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to said Commonwealth of Pennsylvania, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into or is about to enter into a Contract with the Commonwealth of Pennsylvania, acting through the Department of Transportation, entitled Commercial Driver's License Testing Agreement (Non-Public), to administer driving skills tests as a third-party tester in accordance with the federal Commercial Motor Vehicle Safety Act of 1986, federal regulations, the Pennsylvania Vehicle Code, regulations promulgated by the Commonwealth of Pennsylvania, acting through the Department of Transportation, and the third-party skills testing requirements of the Commonwealth of Pennsylvania, acting through the Department of Transportation; and,

WHEREAS, one of the conditions of the Contract between the Principal and the Commonwealth of Pennsylvania, acting through the Department of Transportation, is that the Principal must furnish a performance bond providing that the Principal shall administer the driving skills tests under the aforesaid Contract in a manner satisfactory to the Commonwealth of Pennsylvania, Department of Transportation and that the Surety shall be responsible for all costs and expenses up to the amount of the bond resulting from unsatisfactory performance, including, but not limited to, those relating to the retesting of drivers as deemed necessary by the Commonwealth of Pennsylvania, Department of Transportation;

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal, as contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract and its obligations thereunder, including administration of the driving skills tests in accordance with the federal Commercial Motor Vehicle Safety

Act of 1986, federal regulations, the Pennsylvania Vehicle Code, regulations promulgated by the Commonwealth of Pennsylvania, acting through the Department of Transportation, and the third-party skills testing requirements of the Commonwealth of Pennsylvania, acting through the Department of Transportation, and shall indemnify and save harmless the Commonwealth of Pennsylvania, acting through the Department of Transportation, from any costs or expenses incurred through the failure of the Principal to do so, then this obligation shall be void; otherwise to remain in full force and effect, subject to the following conditions:

1. Any suit under this bond must be instituted within one (1) year of the termination date of the Contract.
2. Suit under this bond may be brought only by the Commonwealth of Pennsylvania, its Department of Transportation and/or its Bureau of Driver Licensing.

This obligation shall run concurrently with the Contract between the Principal and the Commonwealth of Pennsylvania, acting through the Department of Transportation, and shall remain in full force and effect until such time as said Contract is terminated; provided, however, that the penalty of the bond may not be cumulative from year to year and that Surety's aggregate liability for all matters related to this bond shall not exceed the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), regardless of the numbers of years for which the bond is in force.

SIGNED, SEALED, AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST OR WITNESS:

\_\_\_\_\_  
Title:

BY \_\_\_\_\_

Title:

\_\_\_\_\_  
(Name of Principal) (SEAL)

ATTEST OR WITNESS:

\_\_\_\_\_  
Title:

BY \_\_\_\_\_

Attorney-in-fact

\_\_\_\_\_  
(Name of Surety) (SEAL)

# COMMERCIAL DRIVER'S LICENSE

Take your Photo Driver's License/Photo ID, Social Security Number, and signed Learner's Permit, when you go to take any CDL Knowledge or Skills 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 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 Learner's Permit to take the Knowledge or Skills Test.

For CDL information, call 1-800-932-4600. PLEASE DO NOT CALL - 911.

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.

## KNOWLEDGE TEST SITES

CITY/COUNTY	TESTING SCHEDULE	TEST SITE ADDRESS
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
Bedford, Bedford Co.	Wed. & Fri., 9:30-2:30	Ames Plaza, Route 30, Bedford, PA 15522
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
Bortondale, Delaware Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 440 Old Middletown Road, Bortondale, PA 19063
Bradford, McKean Co.	Tues. & Sat., 8:30-4:15	68 Chestnut Street, Bradford, PA 16702
Bridgeville, Allegheny Co.	Tues. thru Sat., 8:30-3:30	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	Butler Mall, Suite 145, 310 New Castle Road, Butler, PA 16001
Carlisle, Cumberland Co.	Tues. thru Sat., 9:00-2:30	Stonehedge Square, 950 Walnut Bottom Road, Carlisle, PA 17102
Chambersburg, Franklin Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, 190 Mill Road, Chambersburg, PA 17201
Clarion, Clarion Co.	Wed., 10:00-4:15	Clarion Mall, Route 68 & Interstate 80, Clarion, PA 16214
Clearfield, Clearfield Co.	Tues., Fri. & Sat., 8:30-4:15	Clearfield Mall, Unit #380, 1800 Daisy Street, Clearfield, PA 16830
Coudersport, Potter Co.	Tues. & Wed., 9:30-4:15	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., 12-6:30; Fri. & Sat., 8:30-2:30	Driver License Center, 81 Keystone Industrial Park Road, Dunmore, PA 18512
East Rochester, Beaver Co.	Tues. thru Sat., 8:30-4:15	Driver License Center, 149 Stewart Avenue, East Rochester, PA 15074
Elizabethville, Dauphin Co.	Thurs., 9:15-3:45	Lykens Valley Plaza, Route 209, Elizabethville, PA 17023
Erie, Erie Co.	Tues. thru Sat., 8:30-4:15	Eastway Plaza 4221 Buffalo Road, Erie, PA 16510
Gettysburg, Adams Co.	Tues. thru Sat., 8:30-2:00	55 North 5th Street, Gettysburg, PA 17325
Greensburg, Westmrd. Co.	Tues. thru Sat., 8:30-2:00	David Weis Building, 770 East Pitts Street, Greensburg, PA 15601
Harrisburg, Dauphin Co.	Tues. thru Sat., 8:30-2:00	Driver License Center, 1101-1125 South Front Street, Harrisburg, PA 17113
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	M.A.T. Plaza, Route 22, 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., 9:15-4:15	Indiana Mall, Rt. 286 & Warren Rd., Unit 110, Indiana, PA 15701
Johnstown, Cambria Co.	Tues., Wed., Thurs., & Fri. & Sat., 8:30-3:00	Driver License Center, 563 Walters Avenue, Johnstown, PA 15901
Kittanning, Armstrong Co.	Wed. & Fri., 8:30-4:15	Highlands Office Complex, West Kittanning Borough, Route 422, Butler Road, Kittanning, PA 16201
Lancaster, Lancaster Co.	Tues. thru Sat., 8:30-3:00	Regency Square Shopping Ctr., 131 Rohrerstown Rd., Lancaster, PA 17603
Lebanon, Lebanon Co.	Tues. thru Sat., 8:30-3:00	Driver License Center, 900 E. Cumberland Street, Lebanon, PA 1704
Lehigh Valley, Northampton Co.	Wed. thru Thurs., 8:30-2:30	Driver License Center, 1710 Hoover Avenue, Allentown, PA 18109
Lehighton, Carbon Co.	Fri., 9:30-1:30	1403 Blakeslee Blvd. Dr. E, Rt. 433, Lehighton, 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., 8:30-4:15	Driver License Center, RD #5, Patricia Drive, Meadville, PA 16137
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., 9:30-4:15 1st, 3rd, & 5th Sat., 9:30-4:15	519B Greenville Avenue, Mercer, PA 16137
Milford, Pike Co.	Thurs., 9:30-1:30	Old Milford School Commons, 201 W. Hartford Street, Milford, PA 18337
Monroeton, Bradford Co.	Thurs. 10:00 to 2:00	Driver License Center, 1/2 mile north of Monroeton between Towanda and Monroeton Road, Monroeton PA 18832
Montrose, Susquehanna Co.	Thurs., 9:30-1:30	78 Grow Street, Montrose, PA 18801
New Castle, Lawrence Co.	Wed. & Fri., 2nd & 4th Sat., 8:30-4:15	Driver Exam Site, RD 2 (Old Route 422), 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 - Center City, Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 1108 Market Street, Philadelphia, PA 19107
Philadelphia - Columbus Blvd., Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, 1530 South Columbus Blvd., Philadelphia, PA 19147
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 - Mayfair, Phila. Co.	Tues. thru Sat., 8:30-2:30	Driver License Center, Mayfair Shopping Center, 6420 Frankford Ave., Philadelphia, PA 19135
Pittsburgh, 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
Punxsutawney, Jefferson Co.	Fri. and Sat., 8:30-4:15	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., 8:30-4:00	Driver License Center, 820 West College Avenue, Pleasant Gap, PA 16823
Saint Mary's, Elk Co.	Wed. & Thurs., 9:30-4:15	129 North Michael Street, St. Mary's, PA 15857
Schuylkill Haven, Schykl. Co.	Tues., Wed., & Sat., 9:00-3:00	970 E. Main Street, Schuylkill Haven, PA 16346
Selinsgrove, Snyder Co.	Tues., Wed., Fri., & Sat., 9:30-3:30	Driver License Center, 1015 R. 522, Selinsgrove, PA 17870
Seneca, Venango Co.	Tues. & Wed., 8:30-4:15	Driver License Center, RD 2, Box 140, Airport Road, Seneca, PA 16346
Shamokin, Northumberland Co.	Fri., 9:00-3:45	Route 61, Anthra Plaza, Shamokin, PA 17872
Shillington, Berks Co.	Wed. & Fri., 9:00-2:30	600 East Lancaster Ave., Shillington, PA 19607
Somerset, Somerset Co.	Tues., Thurs., & Sat., 9:30-3:30	Driver License Center, Rear PSP Station, 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., 8:30-1:30	Gallatin Avenue Ext., RD #1, Box 390A, Uniontown, PA 15401
Warren, Warren Co.	Thurs. & Fri., 9:30-4:15	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., 9:00-1:30	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., 9:30-3:30	T.J. Maxx Plaza, 1782 East 3rd St. Faxon Exit off I-180, Williamsport, PA 17701
York, York Co.	Tues. thru Sat., 8:30-3:00	Driver License Center, S. York Value Ctr., 2130 S. Queen St., (Exit 6W off I-83, N. Queen St)

• ORAL EQUIPMENT

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 6:00 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 Test 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., 8:30-4:15	Driver License Center, 1738-A, 9th Avenue, Altoona, PA 16601
Bensalem (Bucks)	A, B & C	Wed., Thurs. & Fri., 8:30-3:00	Neshaminy Square, Suite 131, 4201 Neshaminy Boulevard, Bensalem, PA
Lehigh Valley (Lehigh)	A, B & C	Tues. thru Fri.	Lehigh Valley Driver License Center, 1710 Hoover Avenue, Allentown, PA 18103
Bridgeville (Allegheny)	B & C	Thurs. 8:30-3:30	Driver License Center, Chartiers Valley Shopping Center, Rt. 50
Butler (Butler)	A, B, & C	Tues. thru Fri.	Butler Mall, 310 New Castle Road
Chambersburg (Franklin)	A, B & C	Wed.	190 Mill Road
Clarion (Clarion)	A, B & C	Wed.	Clarion Mall, Route 68 & Interstate 80
Clearfield (Clearfield)	A, B & C	Tues. & Fri.	Clearfield Mall, Unit 380, 1800 Daisy St.
Dunmore, Lackawanna	A, B & C	Tues.	Driver License Center, 81 Keystone Industrial Park Road
Erie (Erie)	A, B & C	Tues. thru Sat.	East Way Plaza, 4221 Buffalo Road
East Rochester (Beaver)	B, C & School Bus	Wed.	Driver License Center, 149 Stewart Avenue
Greensburg (Westmoreland)	A, B & C	Thurs.	David Weis Bldg., 770 East Pittsburgh St.
Harrisburg (Dauphin)	A, B & C	Tues. thru Sat.	1101-1125 South Front Street
Hazleton (Luzerne)	A, B & C	Tues. & Wed.	1052 South Church Street
Johnstown (Cambria)	A, B & C	Tues., Wed., Thurs., & Fri.	Driver License Center, 563 Walters Avenue
Lewistown (Mifflin)	A, B & C	Thurs.	299 Ferguson Valley Road, Yeagertown
Meadville (Crawford)	A, B & C	Thurs., Fri. & Sat.	16942 Patricia Drive
New Kensington (Allegheny)	A, B & C	Thurs.	Driver License Center, 1600 Greensburg Road
Norristown-2 (Montgomery)	A, B & C	Tues. thru Fri.	2101 Swede Road
Philadelphia (Philadelphia)	A, B & C	Tues. thru Fri.	2320 Island Ave.
Pittsburgh (Allegheny)	A, B & C	Wed.	Driver Lic. Ctr., Penn Hills Shop. Ctr., 11620 Keleket Dr., Int. of Rodi & Frankstown Rds.
Punxsutawney (Jefferson)	A, B & C	Fri. & Sat.	Punxsutawney Plaza, Rt. 36
Reading (Berks Cty.)	A, B & C	Tues. thru Sat.	530 East Lancaster Avenue, Shillington Shopping Ctr., Reading
Rockview (Centre)	A, B & C	Tues. Thurs. & Fri.	Rockview Driver Ctr., 820 W. College Avenue, Pleasant Gap
Selinsgrove (Snyder)	A, B & C	Tues., Wed. & Fri.	Rt. 522, 2 miles west of Selinsgrove [Selinsgrove Driver Exam Point]
Seneca (Venango)	A, B & C	Tues. & Wed.	Airport Road, RD 2 off Rt. 257
Schuylkill Haven (Schuylkill)	B & C	Wed., 8:30-4:15	Driver License Center, 970 East Main Street, Schuylkill Haven, PA 17972
Snydersville (Monroe)	A, B & C	Thurs.	4218 Manor Drive
Somerset (Somerset)	A, B & C	Tues. Thurs. & Sat.	Rt. 219, rear PAState Police Station, 2 miles east of Somerset
Uniontown (Fayette)	A, B & C	Wed.	Driver License Center, Gallatin Ave. Ext., RD #1
Washington (Washington)	B & C	Tues.	250 Oak Spring Rd., Oak Spring Center
Waynesburg (Greene)	B & C	Thurs.	Driver License Center, Arbor Terrace, 164 Willow Road
Wilkes Barre (Luzerne)	A, B & C	Wed. & Thurs.	1085 Hanover St., Hanover Industrial Estates, Wilkes Barre, PA 18706
Williamsport (Lycoming)	A, B & C	Tues. & Fri.	Giant Plaza, 1782 East 3rd Street
York (York)	A, B & C	Wed.	South York Value Ctr, 2130 S. Queen St., (Exit 6W off I-83, N. Queen St)

**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.

All	Allegheny	P.I.A. Truck Training Center - TDP	3000 Lebanon Church Road, West Mifflin, PA 15122	(412) 466-9123 / 1-800-480-3003
All	Allegheny	All-State Career	97 Second Street, N. Versailles, PA 15137	(412) 823-1818
All	Allegheny	Truck Driver Institute, Inc.	515 Lincoln Highway East, Irwin, PA 15642-0569	(724) 861-9293
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	1111 Common Boulevard, Reading, PA 19605	(610) 987-8550
All	Blair	Kip's Bus Service, Inc.	1309 Old Route 22 South, Newry, PA 16665	888-209-5422
All	Bradford	Wilson Towing	S.R. 6 Towanda Township, Towanda, PA 18848	(570) 404-3234
B & C	Bucks	First Student, Inc.	470 South State Street, Newtown, PA 18940	(267) 757-0413
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	DuVall 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 Hock Run Highway, Phillipsburg, PA 16866	(814) 342-0195
A, B & C	Clinton	Susquehanna Transit	P.O. Box U, Avis, PA 17721	(570) 753-8889
A & B	Columbia	All-State Career School	920 Millville Road, Bloomsburg, PA 17815	(570) 389-5176
All	Crawford	Clair J. Ferry	245 Grant Street, Saegertown, PA 16433	(814) 763-5301
B & C	Cumberland	Capital Area Intermediate Unit	55 Miller St., P.O. Box 489, Summerdale, PA 17093-0489	(717) 732-8412
All	Cumberland	Richard S. Deitch Buses	2212 Newville Road, Carlisle, PA 17013	(717) 249-4497
All	Cumberland	Fahrney Bus Company	623 W. Penn St., Carlisle, PA 17013-2298	(717) 243-3858
A & B	Dauphin	AAA School of Trucking, Inc.	6003 Jonestown Road, Harrisburg, PA 17112	(717) 652-2085
B	Dauphin	Pennsy Supply, Inc.	1001 Paxton Street (rear), Harrisburg, PA	(717) 236-7051
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	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, Fleetville, PA 18420	(570) 945-3750
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
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	Lehigh County Vo-Tech School	4500 Education Park Drive, Schnecksville, PA 18078-2598	(610) 799-1345
A & B	Luzerne	Luzerne County Community College	1333 South Prospect Street, Nanticoke, PA 18634	(570) 740-0431
B	Luzerne	Pace Transportation, Inc.	123 Armstrong Road (O'Hara Industrial Park), Pittston, PA 18640	(570) 883-0620
All	Mercer	O.D. Anderson, Inc.	One Anderson Plaza, Greenville, PA 16125	(724) 588-8310
B & C	Monroe	East Stroudsburg School District	2000 Milford Road, East Stroudsburg, PA 18301	(570) 424-4841
All	Monroe	Northampton Community College	1900 Corporate Center Drive, Suite 100, Tobyhanna, PA 18466	(570) 839-2778
B	Montgomery	Methacton School District	1001 Kriebel Mill Road, Norristown, PA 19408	(610) 489-5078
A	Montgomery	North Montco Vo-Tech School	1265 Summeytown Pike, Lansdale, PA 19446	(215) 855-3931
All	Perry	Rohrer Bus Service	1515 State Road, Duncannon, PA 17020	(717) 957-3811
All	Philadelphia	SEPTA	20th & Johnson Streets, 2nd Floor, Philadelphia, PA 19145	(215) 580-4486
B & C	Philadelphia	Yellowbird Bus Company, Inc.	1820-40 East Sedgley Avenue, Philadelphia, PA 19124	(215) 289-1022
B & C	Pike	Krise Bus Service, Inc.	1005 Pennsylvania Avenue, Matamoras, PA 18336	(570) 491-4580
All	Potter	Buckler Logistics, Inc.	47 Buckler Road, Roulette, PA 16746	(814) 544-1416
All	Schuylkill	Schuylkill County AVTS	Airport Campus, 2410 Airport Road, Pottsville, PA 17901	(570) 544-4904 x25
B	Susquehanna	Elk Lake School District	P.O. Box 100, Dimock, PA 18816	(570) 278-1106
All	Tioga	Wilson Towing	P.O. Box 216, Mansfield, PA 16933	(570) 404-3234
All	Venango	Cranberry Bus Company	P.O. Box 1550, Seneca, PA 16346	(814) 676-3082
A & B	Washington	Western Area Career & Technology Center	688 Western Avenue, Canonsburg, PA 15317	(724) 746-2890 ext. 138
B & C	Westmoreland	A. J. Myers & Sons Inc & Myers Coach Lines	2001 Ball Park Rd., Export PA 15632	(724) 733-1045
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 F**

**CONTRACT PROVISIONS**

**RIGHT TO KNOW LAW 8-K-1532**

### **Contract Provisions – Right to Know Law 8-K-1532**

- 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 procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#), or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#) or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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.

- 9.** Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

  - a.** Approved in writing by the Commonwealth prior to its disclosure; or
  - b.** Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c.** Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d.** Necessary for purposes of Contractor's internal assessment and review; or
  - e.** Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f.** Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - g.** Otherwise required by law.
  
- 10.** Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

  - a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

    - (1)** obtaining;
    - (2)** attempting to obtain; or

**(3)** performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c.** Violation of federal or state antitrust statutes.
- d.** Violation of any federal or state law regulating campaign contributions.
- e.** Violation of any federal or state environmental law.
- f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.
- j.** Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

**11.** If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a.** Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b.** Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.
- 14.** 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.
- 15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.
- 16.** 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.
- 17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

  - a.** "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

- 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c.** “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d.** “Financial interest” means:

  - (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.
- e.** “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.
- f.** “Immediate family” means a spouse and any unemancipated child.
- 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.
- h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## **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, 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.
2. 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.
3. The Contractor and each subcontractor 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.
4. The Contractor and each subcontractor 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 contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15<sup>th</sup> of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
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 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.





# **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

## RFA #353R08

### ***“THIRD PARTY COMMERCIAL DRIVER’S LICENSE SKILLS TESTING SERVICES”***

#### **QUESTIONS AND ANSWERS**

**Q 1:** What do we need to submit on a yearly basis to ensure we are in compliance with the program?

**A 1:** Information that must be submitted on a yearly basis to ensure compliance with the Third Party Commercial Driver’s License Skills Testing Services Program include a letter of continuation for the bond as outlined in the Commercial Driver’s License Testing Agreement (Non-Public), Section 12, Paragraph 2. Please note that public entities are exempt from Performance Bond requirements.

Also, an updated insurance certificate shall be filed with the Department to ensure current, up-to-date coverage.

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**Q 2:** The paperwork packet I just received – does it need to be completed if we currently have 3<sup>rd</sup> Party status?

**A 2:** **Yes, at some point depending upon when your current contract expires, Third Party Testers will complete the paperwork for qualification under RFA #353A08.** Please see RFA #353R08, Part I – General Information for Applicants, I-5, Type and Duration of Contract, Page 3, and I-10, Response Date, Page 4, for further information.

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7. The COMPANY shall be full accountable for the oversight and conduct of its examiners and shall utilize only examiners that have the same qualifications and meet the same training standards as the DEPARTMENT'S examiners, to the extent necessary to conduct driving skills tests in compliance with the Act, federal regulations, the Vehicle Code (75 Pa. C.S. 1601 et seq.), and DEPARTMENT regulations.

8. The COMPANY shall obtain a Pennsylvania State Police background check of all personnel to be employed administering driving skills tests to determine if they have been convicted of a criminal offense. A copy of the results of the background check must be submitted to the Department and, if a conviction exists, the COMPANY must secure DEPARTMENT approval before hiring the person involved. The DEPARTMENT takes the position that anyone convicted of a criminal offense is not barred from employment by the COMPANY in all cases. Each case will be considered on its merits.

9. The DEPARTMENT, or its designee(s), shall, at any time, have the right to covertly or overtly take the tests actually administered by the COMPANY as if the DEPARTMENT, or its designee(s), were a test applicant, and the DEPARTMENT shall have the right to test a sample of drivers who were examined by the COMPANY to compare test results.

10. The COMPANY shall report to the department, in accordance with regulations, or in any manner dictated by the DEPARTMENT, the results of all tests administered.

11. The COMPANY shall indemnify, save harmless, and defend (if requested) the DEPARTMENT, its officers, agents, and employees, from and against any or all claims, suits, or actions seeking damages for injury, death, or property damage which arise, or are alleged to have arisen, out of the obligations of the COMPANY set forth in this Agreement.

12. After notification of selection, the awarded applicant must secure a performance bond prior to execution of the contract. The Department will not issue a Notice to Proceed until the appropriate bond is in place. The COMPANY shall submit to the PA Department of Transportation, Bureau of Office Services, Commonwealth Keystone Building, 400 North Street, 5<sup>th</sup> Floor, Harrisburg, Pennsylvania, 17120-0041, Attention: Darlene Greenawald or her designee, a performance bond in favor of the Commonwealth of Pennsylvania, in the amount of \$ \_\_\_\_\_, with sureties satisfactory to the Commonwealth. The bond shall specify that the skills testing undertaken pursuant to this Agreement will be administered in a manner satisfactory to the DEPARTMENT and that the surety is responsible for all costs and expenses up to the bond amount resulting from unsatisfactory performance including, but not limited to, those relating to the retesting of drivers such as is deemed necessary by the DEPARTMENT. The term of the bond shall commence upon the date which the COMPANY commences driving skills testing and shall remain in effect through the first year of this Agreement

For each succeeding year of this Agreement, the COMPANY shall notify the DEPARTMENT by registered mail, no later than sixty (60) days prior to the end of the preceding year, of the intention of the surety to provide a bond for the next year and submit, no later than thirty (30) days prior to the end of the preceding year, a fully executed bond for the succeeding Agreement year. Failure to comply with these requirements shall be a material breach of the Agreement, may be cause of termination and may be cause for default. If the surety bond provides for automatic renewal, it shall be deemed in automatic compliance with this Agreement.

13. The DEPARTMENT, in addition to any rights set forth in regulations, shall have the right to terminate this Agreement for any of the following reasons:

a. Failure by the COMPANY to comply with driving skills test standards required by the Act, federal regulations, Vehicle Code (75 Pa. C.S. 1601 et seq.), DEPARTMENT regulations, or the DEPARTMENT'S third-party skills testing requirements; or

b. Upon written notice for poor performance or nonperformance by the COMPANY of its obligations under this Agreement; or

c. DEPARTMENT'S decision to eliminate some or all of the third-party testing agreements upon thirty (30) days' written notice; or

d. Any other reason or cause which, in the opinion of the DEPARTMENT, renders the COMPANY unfit to continue its obligations under this Agreement; or

e. For convenience, upon thirty (30) days' written notice.

14. 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 a written amendment, fully executed and approved.

15. The term of this Agreement shall be for a maximum period of five (5) years.

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

**INCORPORATION OF AMENDMENTS/CHANGES  
TO THE RFA**

**RFA #353R08, “Third Party Commercial Driver’s License Skills Testing Services,” has been changed to eliminate burdensome duplication of efforts and allow insurance carriers to indicate that all vehicles used by Third Party Testers are covered under the certificate of insurance that is submitted to the Department. Pages 27-28, Part IV, Work Statement, XIV, Test Administration, specifically 3b and 3c are amended as follows:**

**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.

**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. (Elimination of last sentence.)

**From:**

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:**

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.

Third Party Testers will still be required to provide all vehicle information in Section C of the DL-400CD Form, Commercial Driver's License Third Party Tester Application.



The following requirements are within the scope of work and are added to the RFA:

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

15. Report a monthly schedule of applicants to be tested by the 3<sup>rd</sup> 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.

Part IV - Work Statement, XIV Test Administration, C Skills tests shall be conducted:

4. Vehicles used for CDL Skills testing shall be marked with a magnetic 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.



Part IV – Work Statement IV Definitions, 4<sup>th</sup> bullet point:

**From:**

- "Driver" means each person who is administered a partial or full skill 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:

**From:**

13. Maintain on file a writer 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 Record Safety:

**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 Sheet (DL-403CD).
2. 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. 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 Test Results Processing:

**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 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.

Paragraph 13 of the Public and Non-Public Commercial Driver's License Testing Agreement Public is changed as follows:

**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 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.

The following requirements are within the scope of work and are added to the RFA:

Part IV, Work Statement, XIII Notification Requirements, A Third Party Testers must:

1. Notify the Department in writing within 72 hours of any change in:

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

All other terms and conditions not affected by these changes to RFA 353R08 remain in full force and effect.

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 8-K-1532, 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.

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

**APPENDIX F**

**CONTRACT PROVISIONS**

**RIGHT TO KNOW LAW 8-K-1532**

**Contract Provisions – Right to Know Law 8-K-1532**

- 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 procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. 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 with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#), or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#) or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, 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 Commonwealth official or employee.



7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, 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.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of,

charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a.** Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b.** Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1)** obtaining;
  - (2)** attempting to obtain; or
  - (3)** performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c.** Violation of federal or state antitrust statutes.
- d.** Violation of any federal or state law regulating campaign contributions.
- e.** Violation of any federal or state environmental law.
- f.** Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g.** Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.
- j.** Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11.** If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a.** Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b.** Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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 Commonwealth Inspector General in writing.
- 14.** 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.

- 15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.
- 16.** 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.
- 17.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

  - a.** “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - 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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c.** “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d.** “Financial interest” means:

- (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.
- e.** “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.
- f.** “Immediate family” means a spouse and any unemancipated child.
- 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.
- h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## **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, 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.
2. 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.
3. The Contractor and each subcontractor 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.
4. The Contractor and each subcontractor 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 contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15<sup>th</sup> of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
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 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.

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.

All other terms and conditions not affected by this amendment to RFA 353R08, shall remain in full force and effect. Please sign, list your title and date your signature page on page 2. **Please be sure that an appropriate signatory executes this amendment.**



**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

The following underlined requirements are within the scope of work and are added to the RFA:

Part IV – Work Statement, V Requirements for Third party Testers, A. 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 Examiners, B. 10a:

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

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

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 statues Title 18 Chapter 9124 and 9125.