



DATE: July 30, 2018

TO: All Third Party Non-Commercial Driver's License Testers and Interested Applicants

RE: Amendment #4 Request For Application (RFA) #3516R08, Third Party Non-Commercial Drivers Testing Services

PennDOT received questions and requests for clarification for this RFA. It also seems some of the exhibits might have been mis-labeled or missing. Upon review, and in response to the questions we received, we identified a few necessary corrections and revisions (including reorganizing the exhibits).

This letter includes the RFA changes we identified, and is also notification for Amendment #4. The RFA changes apply to parties applying to participate in the program. The amendment also modifies existing Third Party Non-CDL Skills Testing Services contracts, per section 2 of the Driver's License Testing Agreement (relating to amendments by letter), which is also provided in Appendix A of the RFA.

This RFA is revised as follows:

- **Revises Section I-20 as follows:**

**I-20. Appendices and Required Commonwealth Provisions.** The following Appendices and required Commonwealth provisions are attached to and incorporated into this RFA. The applicant shall comply with the required Commonwealth provisions.

APPENDIX A	<b>DRIVER'S LICENSE TESTING AGREEMENT</b>	Template agreement. Applicant will be required to complete if selected.
APPENDIX B	<b>SPECIAL CONTRACT TERMS AND CONDITIONS</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX C	<b>THIRD PARTY NON-COMMERCIAL DRIVER'S LICENSE SKILLS TESTING SERVICES APPLICATION</b>	<b>Required to be completed and returned with the application.</b>

APPENDIX D	<b>PERFORMANCE BOND</b>	Template bond. Applicant will be required to complete if selected.
APPENDIX E	<b>DRIVERS LICENSE CENTER LOCATION FLYER</b>	Attached for reference.
APPENDIX F	<b>DRIVER LICENSE CENTERS (MAP INDICATING GEOGRAPHIC COVERAGE BY DISTRICTS)</b>	Attached for reference.
APPENDIX G	<b>COMMONWEALTH NONDISCRIMINATION/ SEXUAL HARASSMENT CLAUSE</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX H	<b>CONFIDENTIALITY POLICY</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX I	<b>CONTRACTOR INTEGRITY PROVISIONS</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX J	<b>CONTRACTOR RESPONSIBILITY PROVISIONS</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX K	<b>CONTRACTOR PROVISIONS – RIGHT TO KNOW LAW</b>	The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–3104, applies to this RFA. Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX L	<b>ENHANCED MINIMUM WAGE PROVISIONS</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions,

		"Contractor" refers to the applicant.
APPENDIX M	<b>PROVISIONS CONCERNING THE AMERICANS WITH DISABILITY ACT</b>	Applicants shall comply with these required Commonwealth provisions. As used in these provisions, "Contractor" refers to the applicant.
APPENDIX N	<b>SAMPLE TESTING ROSTER</b>	Attached for reference.

- Adds the following part to Section IV-5 Facility Requirements
  - E. Facility Location Requirements
    - A facility shall not be within one mile of an existing PennDOT Driver Licensing Center or another existing Third Party Tester unless approved by PennDOT.
- Adds the following part to Section IV-3 Requirements for Third Party Testers:
  - A. General Program Requirements for a Third Party Tester:
    - 27. An examiner shall not be the same individual that provided driving instruction to a testing candidate. The test shall be administered by a different certified examiner than the one who provided the driving instruction.
- Adds the following part to Section IV-3. Requirements for Third Party Testers
  - A. General Program Requirements, Item 7:
    - F. Driver History. The Third Party Tester shall, at its expense, arrange for an annual driver history check for each of its employees, and the employees of its subcontractors.
- Changes the RFA Administrator to Tonikay "TK" Green.

All other terms and conditions not affected by this amendment to RFA 3516R08, shall remain in full force and effect. Please sign, list your title and date your signature page on page 5. **Please be sure that an appropriate signatory executes this amendment.**

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

Tonikay "TK" Green  
Bureau of Office Services  
PA Department of Transportation  
Commonwealth Keystone Building  
400 North Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17120-0041

A completely executed copy of this amendment will be returned to you. If you have any questions, please contact me at (717) 425-5966 or email me at [togreen@pa.gov](mailto:togreen@pa.gov).

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

Sincerely,

Tonikay "TK" Green  
RFA Administrator  
Bureau of Office Services

Accepted By (For the Contractor):

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company:

Accepted By (For PennDOT):

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title RFA Administrator

# **APPENDIX A**

## **DRIVER'S LICENSE TESTING AGREEMENT**

Effective Date: \_\_\_\_\_  
(PennDOT will insert)

**DRIVER'S LICENSE  
TESTING AGREEMENT**

This Driver's License Testing Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("PennDOT"),

and

Enter Business Name, a \_\_\_\_\_, ("Business").

**BACKGROUND**

PennDOT may allow, by agreement, a third party to administer the part of the driver license examination demonstrating the applicant's ability to exercise ordinary and reasonable control in the operation of a motor vehicle of the type or class of vehicles the applicant desires a license to drive, per 75 Pa. C.S. 1508(e) and 1607(a)(3).

PennDOT issued a Request for Applications No. \_\_\_\_\_ ("RFA"), No. \_\_\_\_\_, for the provision of third party driver's license testing ("Services") and the Business applied in response to the RFA. PennDOT has reviewed and approved the Business' application and the parties are executing this Agreement to set forth their responsibilities and obligations with respect to third party driver's license testing.

The parties, intending to be legally bound, agree to the following:

1. **Authority to Test.**

- a. **Driving Skill Tests Authorized.** PennDOT grants the Business permission to administer driving skills tests as a third-party tester.
- b. **Driving Skill Test Administration.** The Business shall ensure the test it administers is the same test PennDOT would otherwise administer and as set forth in the RFA.
- c. **Reporting Results.** The Business shall report the results of tests administered, in the manner requested by PennDOT in the RFA.

2. **Scope of this Agreement.**

- a. **RFA and Application Included.** This Agreement comprises:
  - i. this document;
  - ii. the RFA, and any amendments, including referenced appendices and change notices, attached as Exhibit A; and
  - iii. the Business's application and any addenda, response to clarification, and, if applicable, any other supporting documents submitted by the Business in response to PennDOT's RFA, attached as Exhibit B.
- b. **Order of Precedence.** If there is any ambiguity or inconsistency between the documents comprising this Agreement, the order of precedence with respect to the ambiguity or inconsistency is set forth in subsection a above.



3. **Term and Termination.** This Agreement shall not be effective until it has been executed by the necessary Commonwealth officials required by law. The effective date shall be the date of the last signature. After this Agreement is effective, PennDOT shall issue a written notice to proceed. The Business shall perform the Services during the 60 months following the date of the written notice to proceed. This Agreement may be renewed, at PennDOT's discretion and upon the same terms and conditions, by means of a renewal letter executed for PennDOT by a Deputy Secretary of Transportation, for a maximum of two additional five-year periods. PennDOT, in addition to any rights by law, shall have the right to terminate this Agreement for the reasons and in the manner stated in the RFA.
  
4. **Amendments and Modifications.**
  - a. **Amendments to this Agreement.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
  
  - b. **Amendments to RFA by Letter.** The parties may, from time to time as necessary, amend the RFA to ensure companies seeking to participate in third-party testing, and those currently participating, adhere to a common work statement. Amendments to the RFA shall be made through a written document signed by the Business and PennDOT's Contracting Officer, as identified in the RFA, without the necessity of the formality as this Agreement.

5. **Indemnification.** The Business must pay PennDOT for any loss of PennDOT's arising from the Business' services under the RFA. The Business need not pay to the extent the loss was caused by PennDOT's negligence or intentional misconduct.

a. **Definitions.**

"Amounts" means judgments, settlements, fines, damages, injunctive relief, staff compensation, decreases in property value, and expenses for defending against a claim (including fees for legal counsel, expert witnesses, and other advisers).

"Caused By" means a loss is *caused by* an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss. Mere allegations shall not establish an event has been *caused by* PennDOT's negligence or intentional misconduct; an event shall not be deemed *caused by* PennDOT's negligence or intentional misconduct unless that misconduct shall have been finally determined by a court.

"Loss" means an amount or amounts PennDOT is legally responsible for or pays in any form. A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes incidental, direct, and consequential damages.

"PennDOT" includes employees, officers, and agents.

- b. **Injury to the Business' Employees.** The Business waives immunity from liability to PennDOT from damages, contribution, or indemnity provided by

Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §481.

- c. **PennDOT's Duty to Notify.** PennDOT shall notify the Business promptly when PennDOT knows or should reasonably have known of a claim for a loss the Business might be obligated to pay. PennDOT's failure to give timely notice does not terminate the Business' obligation, except to the extent the failure prejudices the Business' ability to defend the claim or mitigate losses.
- d. **Legal Defense of a Claim.** PennDOT has control over defending a claim for a loss (including settling it), unless the Business elects to control the defense as described below, or PennDOT directs the Business to control the defense. Upon receiving notice of a claim for a loss, the Business may take control of the defense by notifying PennDOT. If the Business takes control, the Business may retain legal counsel, and PennDOT may retain its own legal counsel at its expense. The Business shall not settle any litigation without PennDOT's written consent if the settlement imposes a penalty, non-monetary obligation, imposes limits on a PennDOT program or project, admits PennDOT's fault, or does not fully release PennDOT from liability.
- e. **No Exclusivity.** PennDOT's rights under this Section do not affect other rights PennDOT might have.
- f. **Contractors and Subcontractors.** The Business shall require its contractors and subcontractors to indemnify PennDOT for any loss caused by the contractor or subcontractor's negligence or intentional misconduct, and the Business shall require its contractors and subcontractors to provide certificates of insurance, showing the contractors and subcontractors are sufficiently insured to cover

their indemnification responsibilities. These certificates of insurance shall name PennDOT as an additional insured.

- g. **No Limitations.** The indemnification obligations in this Section, including contractor and subcontractor indemnification, shall apply without regard to any limitation in insurance coverage.
6. **Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) and the decisions of the Pennsylvania courts. The Business consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense the forum is not convenient or proper. The Business consents to in personam jurisdiction in any court and service of process in any manner authorized by Pennsylvania law.
7. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
8. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

9. **Independence of the Parties.** The parties understand nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Business and PennDOT, or as constituting PennDOT as the representative or general agent of the Business for any purpose whatsoever.
10. **No Third-Party Beneficiary Rights.** The parties to this Agreement understand this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
11. **Assignment.** This Agreement may not be assigned by the Business, either in whole or in part, without the written consent of PennDOT.
12. **Notices.** Notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided under this Agreement, either by regular mail, facsimile, e-mail or delivery in person.

The Business shall submit notices, including bonds and insurance certificates, to:

PA Department of Transportation  
Bureau of Office Services  
Commonwealth Keystone Building  
400 North Street, 5th Floor  
Harrisburg, Pennsylvania, 17120-0041  
Attention: RFA 3516R08  
Contract Administrator  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Correspondence to the Business shall be directed as follows:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State                      Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email Address

13. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
14. **Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.
15. **Integration and Merger.** This Agreement and, if applicable, any exhibits and

attachments, when executed, approved and delivered, shall constitute the final, complete and exclusive agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this ment made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

**[The remainder of the page is intentionally left blank]**

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

Business\*

BY \_\_\_\_\_  
Title Date

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Title: Date

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

\*If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.



## **APPENDIX B**

# **SPECIAL CONTRACT TERMS AND CONDITIONS**

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

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### **1. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING**

Notwithstanding any other provision in this Contract to the contrary, provided PENNDOT has fully complied with its software security standards, if CONTRACTOR or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into PENNDOT and has failed to comply with PENNDOT software security standards and provided further that PENNDOT can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by CONTRACTOR or any of its employees, subcontractors or consultants, CONTRACTOR shall be liable for any damage to any data and/or software owned or licensed by PENNDOT in the event a computer virus or malicious mischievous or destructive programming is discovered to have originated from CONTRACTOR, its servants, agents, or employees. In addition, CONTRACTOR shall be liable for the damages incurred by PENNDOT including, but not limited to, the expenditure of COMMONWEALTH funds to eliminate or remove a computer virus or malicious mischievous or destructive programming that result from CONTRACTOR'S failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from CONTRACTOR, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, CONTRACTOR shall eliminate the virus, malicious, mischievous or destructive programmings, restore PENNDOT'S software, and be liable to PENNDOT for any resulting damages. CONTRACTOR shall be responsible for reviewing COMMONWEALTH software security standards and complying with those standards.

PENNDOT may, at any time, audit, by a means deemed appropriate by PENNDOT, any computing devices being used by representatives of CONTRACTOR to provide services to PENNDOT for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to PENNDOT network until the proper installation have been made.

CONTRACTOR may use the anti-virus software used by PENNDOT to protect CONTRACTOR'S computing devices used in the course of providing services to PENNDOT. It is understood that CONTRACTOR may not install the software on any computing device not being used to provide services to PENNDOT, and that all copies of the software will be removed from all devices upon termination of this Contract.

### **1. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING**

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the

Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.

- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
  
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

## **APPENDIX C**

# **THIRD PARTY NON-COMMERCIAL DRIVER'S LICENSE SKILLS TESTING SERVICES APPLICATION**



# NON-COMMERICAL DRIVERS LICENSE THIRD PARTY TESTER APPLICATION

Public Held Entity

Private Held Entity

## 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 Years In Operation in PA: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

## B TESTING INFORMATION

Actual Examination

Site Address: \_\_\_\_\_ STREET CITY STATE ZIP CODE

Examination Site Phone Number: ( ) \_\_\_\_\_

## C TESTING VEHICLE INFORMATION

How many Testing Vehicles Owned or Leased: \_\_\_\_\_

Description of Testing Vehicles: (List Registration Number, Plate Number, and VIN Number)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(NOTE): Attach a separate sheet if more room is needed.

(SEE REVERSE SIDE TO COMPLETE APPLICATION)

<b>D</b>	<b>INSURANCE INFORMATION</b>		
Name of Insurance Company: _____			
Address: _____			
	STREET	CITY	STATE    ZIP CODE
Policy Number: _____			
<b>E</b>	<b>EMPLOYER EXAMINER INFORMATION</b>		
Number of Employed Non-Commercial Driver Examiners: _____			
Examiner's Information: (List Name, Residential Address, PA License No.)			
_____			
_____			
_____			
(NOTE): Attach a separate sheet if more room is needed.			
<b>F</b>	<b>COMPANY OFFICIAL SIGNATURE BLOCK</b>		
Name of Company: _____ Phone No. (    ) _____			
_____			
	SIGNATURE OF COMPANY OFFICIAL	TITLE	DATE

### APPLICATION INSTRUCTIONS

1. ENTIRE APPLICATION MUST BE COMPLETED.
2. If your company is proposing more than one test site, an application must be completed for each site.
3. An official of the company must sign this application.
4. If you need additional room to complete information, attach a separate sheet, listing your company name and the section you are continuing.

# **APPENDIX D**

## **PERFORMANCE BOND**



## 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 Non Commercial Driver's License Testing Agreement (Non-Public), to administer driving skills tests as a third-party tester in accordance with 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 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)

## **APPENDIX E**

### **DRIVERS LICENSE CENTER LOCATION FLYER**



# DRIVERS LICENSE CENTER LOCATION FLYER - JUNE 1, 2017

(This Flyer Changes Monthly, Locations, days and times subject to change)

For questions concerning the Driver License Centers, call 1-800-932-4600 (out-of-state 1-717-412-5300).

People using TDD equipment should call 1-800-228-0676 (out-of-state call 1-717-412-5380).

The Department is required to obtain the Licensee's Social Security Number under the provisions of sections 1510(a) and/or 1609(a)(4) of the Pennsylvania vehicle code. You will be required to provide your Social Security Number as identifying information in an attempt to minimize driver license fraud. Federal law permits the use of the Social Security Number by state licensing officials for the purpose of identification.

Planning Your Visit: Customer demand for photo services is greatest on the first 2 days and the last 2 days of each month. Customer wait times are shorter on all other days.

♦ When visiting a Photo Driver's License Center, take your signed temporary license, and one other form of identification containing your signature.

Acceptable forms of signature identification include:

- PENNSYLVANIA: Driver's License, Photo ID Card;
- PHOTOGRAPHIC ID: Military, Bank, Employee, School, Out-of-State License;
- DOCUMENTS: Passport, Citizenship or Naturalization, Weapons Permit;

- NON-PHOTO: We *may* be able to serve you when providing:  
Voter's Registration, Medicare Card, PA Learner's Permit or Temporary Driver's License, Vehicle Registration.

COUNTY	LOCATION	DRIVER EXAM HOURS	**PHOTO LICENSE HOURS - Photo Appointments Not Available	ADDRESS
Adams	Gettysburg	Tue. thru Sat., 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	37 North 4th Street, Gettysburg, PA 17325
Allegheny	Allison Park	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Duncan Manor Shopping Center, 1701 Duncan Avenue, Allison Park, PA 15101
	Bridgeville	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Chartiers Valley Shopping Center, 1025 Washington Pike, Route 50, Bridgeville, PA 15017
	East Liberty	None	Mon. thru Fri., 8:30-5:00; Sat 10:00-3:00	AAA Motor Square Garden, 5900 Baum Boulevard, Pittsburgh, PA 15206
	Monroeville	None	Mon., Tues., Wed., & Fri 10:00-4:15; Thurs. 10:00-6:00, Sat. 10:00-3:00	AAA Monroeville, 2725 Mosside Boulevard, Monroeville, PA 15146
	New Kensington	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	PA Route 366, 1600 Greensburg Road, New Kensington, PA 15068
	Pittsburgh Clairton Blvd.	None	Mon., Tue., Wed., Fri 10:00-4:15; Thurs., 10:00-6:00 Sat 10:00-3:00	AAA East Central, 9 Clairton Boulevard, Pittsburgh, PA 15236
	*Pittsburgh	Mon. thru Fri. 8:30-4:15	Mon. thru Fri., 8:30-4:15	State Office Building, 708 Smithfield Street, Pittsburgh, PA 15222
	Penn Hills	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Penn Hills Shopping Center, 11620 Keleket Drive, Penn Hills, PA 15235
Armstrong	West Kittanning	Wed. & Fri. 8:30-4:15	Wed., Thurs., Fri. & Sat. 8:30-4:15	Highlands Office Complex, 159 Butler Road, Suite 2D, Kittanning, PA 16201
Beaver	Beaver Falls	Tues thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Chippewa Plaza, 2580 Constitution Boulevard Beaver Falls, PA 15010
Bedford	Bedford	Wed. & Fri. 9:00-3:00	Wed., Fri., & Sat. 8:30-4:15	137 Bedford Plaza Road, Route 30, Bedford, PA 15522
Berks	Reading	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Shillington Shopping Center, 530 East Lancaster Avenue, Suite 5, Shillington, PA 19607
Blair	Altoona	Tues., Wed., Fri. & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	1738A 9th Avenue, Altoona, PA 16602 -Located behind Boyer Candy Building
Bradford	Monroeton	Thurs. 8:30-3:00	Thurs., Fri. & Sat. 8:30-4:15	Route 220 Bypass, Towanda Monroeton Road, Monroeton, PA 18832
	South Waverly	None	Wed., 8:30-4:15	2523 Pennsylvania Avenue, South Waverly, PA 18840
Bucks	Dublin	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Dublin Village Plaza, 161 North Main Street, Dublin, PA 18917
	Bensalem	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Neshaminy Square, 4201 Neshaminy Boulevard, Suite 131, Bensalem, PA 19020
	Fairless Hills	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	AAA Mid-Atlantic, 110 Lincoln Highway, Fairless Hills, PA 19030
Butler	Butler	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Point Plaza Shopping Center, 158 Point Plaza, Butler, PA 16001
Cambria	Johnstown	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	563 Walters Avenue, Johnstown, PA 15904 - use Walters Ave Exit from PA 56
Carbon	Lehighton	Fri., 9:30-3:15	Thurs., Fri., & Sat. 8:30-4:15	1403 Blakeslee Boulevard, Route 443, Lehighton, PA 18235
Centre	Rockview/Pleasant Gap	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	812 West College Avenue, Pleasant Gap, PA 16823
Chester	Frazer/Malvern	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Lincoln Court Shopping Center, 225 West Lancaster Avenue, Malvern, PA 19355
	Oxford	None	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Wiggins Auto Tags, 310 Limestone Road, Oxford, PA 19363
Clarion	Clarion	Wed. 10:00-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15	Clarion Mall, 22631 Route 68 Suite 50, Clarion, PA 16214
Clearfield	Clearfield	Tues., Fri. & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Clearfield Mall, 1800 Daisy Street. Unit 380, Clearfield, PA 16830
	DuBois	None	Mon. thru Fri. 9:00-5:00; Sat. 9:00-12:00	Sarvey Notary Services, Inc. 1203 East Dubois Avenue, Suite 2, Dubois, PA 15801
Clinton	McElhattan	None	Wed. & Sat. 8:30-4:15	Bald Eagle Court, 1 Outlet Lane, Suite 312, Lock Haven, PA 17745
Columbia	Berwick	Thurs. 9:15-3:30	Thurs. & Sat. 8:30-4:15	10th and Mulberry Street, Berwick, PA 18603
Crawford	Meadville	Thurs., Fri., & Sat. 8:30-4:15	Wed., Thurs., Fri., & Sat. 8:30-4:15	16942 Patricia Drive, Meadville, PA 16335 - 1/2mi. south on Rte 19 from Rte 322 intersection
Cumberland	Carlisle	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Stonehedge Square, 950 Walnut Bottom Road, Suite 13, Carlisle, PA 17015
Dauphin	Harrisburg	Tues. thru Sat. 7:30-4:30	Mon., Tues., Wed., Fri., & Sat., 7:30-4:30; Thurs. 7:30 a.m.-6:00 p.m.	Riverfront Office Center 1101 South Front Street, Harrisburg, PA 17104 -13th Street exit off I-83 or Cameron Sreet. exit off I-81
	Elizabethville	Thurs. 9:15-3:45	Thurs. & Sat. 8:30-4:15	Lykens Valley Plaza, 4686 State Route, Suite 5, Elizabethville, PA 17023
Delaware	Granite Run	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Granite Run Mall, 1067 West Baltimore Pike, Media, PA 19063 - Behind ACME
	Upper Darby	None	Tues., Wed., Fri. & Sat., 8:30-4:15; Thurs. 8:30-6:00	AAA Mid-Atlantic, 5233 West Baltimore Avenue, Clifton Heights, PA 19018
	Upper Chichester	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Stony Pond Plaza, 481 Conchester Highway, Aston, PA 19014
Elk	St. Mary's	Wed. & Thurs. 9:30-4:15	Wed., Thurs. & Sat. 8:30-4:15	129 North Michael Street, Saint Marys, PA 15857
Erie	Erie	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Summit Towne Center, 7200 Peach Street, Suite 480, Erie, PA 16509
Fayette	Uniontown	Tues., Wed., Fri. & Sat. 8:30-4:15	Tues., Wed., Thurs., Fri. & Sat. 8:30-4:15	855 North Gallatin Avenue Ext., Uniontown, PA 15401 - 2 miles North of Uniontown
Forest	Tionesta	None	Fri. & Sat. 8:30-4:15	668 Elm Street, Tionesta, PA 16353
Franklin	Chambersburg	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	1320 Lincoln Highway East, Franklin Center, Chambersburg, PA 17202
Fulton	McConnellsburg	None	Fri. & Sat. 8:30-4:15	665 Lincoln Way East, Mcconnellsburg, PA 17233
Greene	Waynesburg	Thurs., 9:15-3:30	Thurs. & Sat. 8:30-4:15	1164 Willow Drive, Waynesburg, PA 15370

\* Knowledge and Vision Screening are given at these locations. No driving tests will be given.

\*\* A Camera Card is Required during Photo License Hours. All other services are available during Driver Exam Hours.

COUNTY	LOCATION	DRIVER EXAM HOURS	**PHOTO LICENSE HOURS - Photo Appointments Not Available	ADDRESS
Huntingdon	Huntingdon	Thurs., 9:00-3:00	Thurs. & Sat. 8:30-4:15	9048 William Penn Highway, Suite 1, Huntingdon PA 16652
Indiana	Indiana	Tues. & Thurs. 9:15-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Indiana Mall, 2334 Oakland Avenue, Suite A, Indiana, PA 15701
Jefferson	Punxsutawney	Fri. & Sat. 8:30-4:15	Thurs., Fri. & Sat. 8:30-4:15	Punxsutawney Plaza, 547 West Mahoning Street, Punxsutawney, PA 15767
Lackawanna	Dunmore	Wed., Fri., & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat., 8:30-4:15; Thurs. 8:30-6:00	81 Keystone Industrial Park, Dunmore, PA 18512
Lancaster	Lancaster	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	Brimmers Licensing Services, Inc. 1356 Harrisburg Pike, Suite 101 Lancaster, PA 17601
	Lancaster (Reg. Square)	Tues. thru Sat., 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	Regency Square Shopping Center, 131 Rohrerstown Road, Lancaster, PA 17603
Lawrence	New Castle	Wed. & Fri. & 2nd & 4th Sat. 8:30-4:15	Wed., Thurs., Fri., & Sat. 8:30-4:15	973 Old Youngstown Road, New Castle, PA 16101 - 3mi. west of New Castle on Old Rte 422
Lebanon	Lebanon	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	900 East Old Cumberland Street, Lebanon, PA 17042
Lehigh	Allentown	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	American Plaza, John Yurconic Agency, 5 American Parkway, Allentown, PA 18101
	Lehigh Valley	Tues. thru Sat. 8:30-4:15	Tues. thru Sat. 8:30-4:15	1710 Hoover Ave, Allentown, PA 18109 (Airport Rd. S exit off Rt. 22, turn into B.J.'s Wholesale)
Luzerne	Wilkes-Barre	Tues., Wed., Thurs., & Sat., 8:30-4:15	Tues., Wed., Fri., & Sat., 8:30-4:15; Thurs., 8:30-6:00	1085 Hanover Street, Wilkes Barre, PA 18706, Hanover Industrial Estates, exit 1 or 2 off Rt. 29
	Hazleton	Tues., Wed., & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	1052 South Church Street, Hazleton, PA 18201
Lycoming	Williamsport	Tues., Fri. & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	T.J. Maxx Plaza, 1782 East 3rd Street, Williamsport, PA 17701, Faxon Exit off I-180
McKean	Bradford	Tues. & Sat. 8:30-4:15	Tues. & Sat. 8:30-4:15	68 Chestnut St, Bradford, PA 16701, off Rt. 346 (Main Street)
Mercer	Mercer	Tues., Thurs. & 1st, 3rd & 5th Sat. 9:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	519B Greenville Road, Mercer, PA 16137 (Route 58)
Mifflin	Lewistown	Thurs., 8:30-4:15	Thurs. & Sat. 8:30-4:15	13187 Ferguson Valley Road, Yeagertown, PA 17099
Monroe	Snydersville	Tues., Wed., Fri. & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	4218 Manor Drive, Snydersville, PA 18360 - Snydersville Exit just off Route 33
Montgomery	Harleysville	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Harley Commons, 345 Main Street, Harleysville, PA 19438
	Huntingdon Valley	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	The Market Place at Huntingdon Valley, 2022 County Line Road, Huntingdon Valley, PA 19006
	Norristown	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	1700 Markley Street Suite 30, Norristown Pa 19401
	Pottstown	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Commonwealth Auto Tags, 978 East High Street, Pottstown, PA 19464
	Ardmore	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	AAA Mid-Atlantic, 30 Greenfield Ave., Ardmore PA 19003
Montour	Danville	None	Fri., & Sat. 8:30-4:15	308 Railroad Street, Danville, PA 17821
Northampton	Easton	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri., & Sat. 8:30-4:15; Thurs. 8:30-6:00	25th Street Shopping Center, 2473 Nazareth Road, Easton, PA 18045
	Hecktown	None	Mon., Tues., Wed., Fri., & Sat. 8:30-4:15; Thurs. 8:30-6:00	John Yurconic Agency, 216 Nazareth Pike, Bethlehem, PA 18017 (RTE 191)
Northumberland	Shamokin	Fri., 9:00-3:45	Thurs., Fri. & Sat. 8:30-4:15	5 Anthra Plaza, Shamokin, PA 17872 at intersection of Routes 61 & 901, East of Shamokin
Perry	Duncannon	None	Fri. & Sat. 8:30-4:15	5 Broadway Avenue, Duncannon, PA 17020
Philadelphia	Roosevelt Blvd	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	AAA Mid-Atlantic, 9475 Roosevelt Boulevard, Philadelphia 19114
	*Arch Street	Tues. thru Sat. 8:30-4:15	Mon., Tue., Wed., Fri., & Sat. 8:30-4:15; Thurs. 8:30-6:00	801 Arch Street, Philadelphia, PA 19107
	Island Avenue	Tues. thru Sat. 8:30-4:15	Mon. thru Sat. 8:30-4:15	2320 Island Avenue, Philadelphia, PA 19142
	Whitman Plaza	Tues. thru Sat. 8:30-4:15	Tues. thru Sat., 8:30-4:15	330 West Oregon Avenue, Philadelphia, PA 19148
	Mayfair	None	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Mayfair Shopping Center, Imperial Agency, 6420 Frankford Avenue, Philadelphia, PA 19135
	West Oak Lane	Tues. thru Sat. 8:30-4:15	Mon. thru Sat. 8:30-4:15	7121 Ogontz Avenue, Philadelphia, PA 19138
	Lawndale	Tues. thru Sat. 8:30-4:15	Mon., Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs. 8:30-6:00	Oxford Levick Center, 919-B Levick Street, Philadelphia, PA 19111
Pike	Milford	Thurs., 9:30-3:15	Thurs. & Sat. 8:30-4:15	Old Milford School Commons, 201 West Harford Street, Route 6, Milford, PA 18337
Potter	Coudersport	Tues. & Wed. 9:30-4:15	Tues., Wed. & Sat. 8:30-4:15	1 South Main Street, Route 6, Coudersport, PA 16915
Schuylkill	Schuylkill Haven	Tues., Wed. & Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	972 East Main Street, Schuylkill Haven, PA 17972
Snyder	Selinsgrove	Tues., Wed., Fri. & Sat. 8:30-4:15	Tues., Wed., Fri., & Sat. 8:30-4:15	1015 Route 522, Selinsgrove, PA 17870 - 1 mile west of Selinsgrove
Somerset	Somerset	Tues., Thurs. & Sat. 8:30-4:15	Tues., Thurs., & Sat. 8:30-4:15	5593 Glades Pike, Somerset, PA 15501
Sullivan	Laporte	None	Fri. & Sat. 8:30-4:15	Maple at Main Street, Laporte, PA 18626 - Rear of U.S. Post Office
Susquehanna	Montrose	Thurs., 9:30-3:15	Thurs. & Sat. 8:30-4:15	78 Grow Avenue, Montrose, PA 18801
Tioga	Wellsboro	Wed., 8:30-4:15	Wed., Fri. & Sat. 8:30-4:15	Wellsboro Plaza, 40 Plaza Lane, Wellsboro, PA 16901
Union	Lewisburg	None	Fri. & Sat. 8:30-4:15	130 Buffalo Road, Lewisburg, PA 17837
Venango	Seneca	Tues. & Wed., 8:30-4:15	Tues., Wed., & Sat. 8:30-4:15	143 Airport Road, Seneca, PA 16346
Warren	Warren	Thurs. & Fri., 9:30-4:15	Thurs., Fri., & Sat. 8:30-4:15	984 Hatch Run Road, Warren, PA 16365 - 1 mile East of Warren Mall
Washington	Washington	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	Oak Spring Center, 250 Oak Spring Road, Washington, PA 15301
Wayne	Honesdale	Tues., 9:15-3:30	Tues. & Sat. 8:30-4:15	Behind the State Police Station, 18 Collan Park, Honesdale, PA 18431
Westmoreland	Belle Vernon	Wed. & Thurs., 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	Tri-County Plaza, 960 Rostraver Road, Belle Vernon, PA 15012
	Greensburg	Tues. thru Sat. 8:30-4:15	Tues., Wed., Fri. & Sat. 8:30-4:15; Thurs., 8:30-6:00	The Davis Center, 770 East Pittsburgh Street, Greensburg, PA 15601
Wyoming	Tunkhannock	Fri., 9:30-3:15	Fri. & Sat. 8:30-4:15	600 Hunter Highway, Suite 12, Tunkhannock, PA 18657
York	York	Tues. thru Sat. 8:30-4:15	Tues. thru Sat., 8:30-4:15	South York Value Center, 2130 South Queen Street, York, PA 17403
	York	None	Tues., Wed., Fri., & Sat. 8:30-4:15; Thurs., 8:30-6:00	Runkle's, Inc., 1120 Roosevelt Avenue, York, PA 17404
	Stewartstown	None	Tues. & Sat. 8:30-4:15	Messina Plaza (lower level), 63 North Main Street, Stewartstown, PA 17363

\* Knowledge and Vision Screening are given at these locations. No driving tests will be given.

\*\* A Camera Card is Required during Photo License Hours. All other services are available during Driver Exam Hours.

## **APPENDIX F**

### **DRIVER LICENSE CENTERS (MAP INDICATING GEOGRAPHIC COVERAGE BY DISTRICTS)**



**APPENDIX G**

**COMMONWEALTH  
NONDISCRIMINATION/SEXUAL  
HARASSMENT CLAUSE**



## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

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

**7.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

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

**APPENDIX H**

**CONFIDENTIALITY POLICY**

## PENNDOT Record Information Confidentiality Policy

*The Pennsylvania Department of Transportation (PENNDOT) collects confidential and personal information from the public to administer the various programs for which it has responsibility. Federal and State laws govern the use of this information, including the Federal Driver's Privacy Protection Act, the Social Security Act, and the Pennsylvania Vehicle Code. Daily, many PennDOT employees and partners properly access this information to help thousands of Pennsylvania citizens. PennDOT is committed to protecting this information from unauthorized access, use, or disclosure.*

The following policy sets forth users' responsibilities for handling and protecting confidential information obtained from PENNDOT. The policy **applies to both Driver License and Vehicle Registration** information.

- As a user, you may access information only when necessary to accomplish the responsibilities of your employment. You may NOT access or use information from PENNDOT for personal reasons or to assist your family or friends yourself. You must ask another unit that processes that type of transaction to assist your relative or friend. You may NOT access and provide record information to a co-worker so that the co-worker can assist his/her family. You may help your co-workers' family and friends directly **BUT ONLY** if the transaction is part of your assigned job responsibilities. (Examples of inappropriate use, access or misuse of PENNDOT information include, but are not limited to: **accessing or processing work on any records in your name**, making personal inquiries or processing unauthorized transactions on the record of friends or relatives; accessing and providing record information to a co-worker so that the co-worker can assist his/her family; accessing information about another person, including locating their residence, for any reason such as sending birthday cards, determining the age of the record holder, just being curious or any other reason that is not related to your job responsibilities.) You may **NOT** tell someone the address of another person when it is not an authorized disclosure or part of your job responsibilities.
- **You may neither access nor process work on any records in your name for any reason including training.** The following records may be used for training purposes:  
Driver numbers 89050011, 26496250, and 26496245  
Title numbers 43015565, 90000502, 51301858, 18473999, and 46730425.
- You may disclose PENNDOT information **only** to individuals who have been authorized to receive it.
- You are **responsible** for all transactions occurring under your "**Log on**" identification. You must keep your **password confidential** by taking reasonable precautions to maintain the secrecy of your password. Reasonable precautions include not telling or allowing others to view your password; **securing your terminal**; storing user documentation to sensitive programs in a secure place; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to your supervisor.

PennDOT takes this responsibility of keeping our customers' information confidential very seriously and expects all users to access customers' records **only** for official approved business. Please be sure you have a thorough understanding of this policy. **Speak to your supervisor if you have any questions.**

I have read and understand the PENNDOT Record Information Confidentiality policy stated above and **agree to abide by the requirements set forth therein. I understand that violations can result in revocation from the system or other action deemed appropriate at the discretion of PennDOT. In addition, where warranted, criminal prosecution may result for violation(s) of State and Federal laws.**

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**Print Name**

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**Agency/Organization**

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**Date**

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**Employee/User Signature**

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**Phone Number**

# **APPENDIX I**

## **CONTRACTOR INTEGRITY PROVISIONS**

### CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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



## **APPENDIX J**

# **CONTRACTOR RESPONSIBILITY PROVISIONS**

### **Contractor Responsibility Provisions**

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

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

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

**APPENDIX K**

**CONTRACT PROVISIONS – RIGHT TO  
KNOW LAW**

**Contract Provisions – Right to Know Law**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result

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

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

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

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



# **APPENDIX L**

## **ENHANCED MINIMUM WAGE PROVISIONS**

**ENHANCED MINIMUM WAGE PROVISIONS**  
**[Executive Agency Contracts for Services and Construction]**  
**[Leases of Property to Executive Agencies]**

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



**APPENDIX M**

**PROVISIONS CONCERNING THE AMERICANS  
WITH DISABILITY ACT**

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

Management Directive 215.12  
Amended 10-14-11

During the term of this contract, the Contractor agrees as follows:

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

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

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

# **APPENDIX N**

## **SAMPLE TESTING ROSTER**



# **APPENDIX O**

## **QUESTIONS & ANSWERS**

**RFA # 3516R08– Third Party Non-Commercial Driver’s License Skills Testing Services  
Addendum 1 – Appendix O – Questions & Answers**

1. **Question** – My building has handicap parking spaces available and also a handicap accessible restroom. The actual office space is not handicap accessible. Will this be a problem?

**Answer** –The facility will have to comply with Part IV-Work Statement, Section IV-5 Facility Requirements, A. Building Interior/Specification Layout Requirements before you can be approved to begin testing.

2. **Question** – Fa third-party CDL tester applicant as a record from 40 years ago can he be a tester

**Answer** – A person convicted of a criminal offense is not automatically barred from employment by the Third Party Tester. Each case shall be considered on its merits per Part IV-Work Statement, Section IV-3 Requirements for Third Party Testers.

3. **Question** – It is unclear as to whether you are considering only 35 applicants to be considered for a select amount of new 3<sup>rd</sup> party sites or if you are looking to open 35 new 3<sup>rd</sup> party sites? Would it be possible to clarify this.

**Answer** – The Issuing Office anticipates accepting up to 35 responsive applicants in the first year per Section I-5 – Type and Duration of Agreement of the RFA. There is no limit to the number of sites because an applicant may have multiple sites.

4. **Question** – Relative to the previous question. How many new sites are needed across the entire Commonwealth, and how many of those sites are designated or needed for the Southeast part of the state?

**Answer** – PennDOT is expanding slowly because we are not sure what is needed. Please refer to Part IV-Work Statement, Section IV-1 Objective, A. General.

5. **Question** – When is the anticipated commencement of these sites to be in full operation after being awarded State approval? Is this a 2018 implementation or a 2019 implementation?

**Answer** – It is anticipated but not guaranteed to have all sites fully operational in 2018.

6. **Question** – In general: is Penndot looking to get out of the End of Skills road test service only to leave intact the photo processing and more administrative services in place? Meaning. What is Penndot thinking long term? What do they see as the future?

**Answer** – No. PennDOT will still provide skills testing to those who choose to schedule a test at a PennDOT facility. Third-party testing will expand testing opportunities.

7. **Question** – Section I-10: Is Penndot willing to consider extending the deadline for application submittal beyond 1/24/18? The time frame is snug.

**Answer** – Initial applications are due January 24, 2018 per Section I-10 – Response Date of the RFA. Applications received after the deadline may still be considered, per Section IV-1 – Objective, A. General.

**RFA # 3516R08– Third Party Non-Commercial Driver’s License Skills Testing Services  
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8. **Question** – It is clear that a 3<sup>rd</sup> party testing facility requires brick and mortar to be in this business. If a small growing school like mine wants to participate in third party testing, but does not have an established building or retail place of business, than will that negate any consideration for this RFA? If consideration is possible, than how long would be given to establish such a retail location. I understand that security, ADA compliance, and all kinds of infrastructure needs to be in place here; I’m just curious..what needs to come first..chicken or the egg. The bottom line for me is that I’m very very interested in becoming a third party tester; I just don’t know what the parameters are for being considered and how much time I would need to get up to speed if I don’t meet those requirements.

**Answer** – You do not have to have a facility to apply but you must have one before you begin testing. Please refer to section Part II – Information Required From Applicants, Section II-3 Work Plan, C. and Section II-6. Facilities.

9. **Question** – Is there any type of registration that needs to be completed before submitting the application materials by January 24th? I have never participated in a RFA process before.

**Answer** – There is no registration process to participate in the RFA. Please contact the Issuing Office if you have technical questions related to submitting application materials (see Section I-2 – Issuing Office).

10. **Question** – I am very interested in enlisting my private driver training company to provide these driver's license testing services to the Commonwealth and my community. By participating in this program, I will make a substantial investment to provide the best customer service possible. Is the Department going to provide protected geographic regions within the terms of the five year agreements. As an example, the Department will not grant any licenses to any future applicants within a 10 mile radius of current licensees.

**Answer** – There will be no protected geographic regions. PennDOT’s testing centers will remain open.

11. **Question** – From bid opening on January 24th, when will the Department contact the successful applicants? In other words, how long does the department anticipate reviewing the applications and then contacting the applicants. 30 days? 60 days? etc.

**Answer** – PennDOT has not set a time frame for responses.

12. **Question** – In regarding to the Facility plan, can the external site for parallel parking and the office for the tester be at different locations? If yes, is there any limit on the distance of the two locations?

**Answer** – The parallel parking maneuver is part of the test route, which must be submitted and approved by PennDOT. All routes shall begin and end at the Third Party Testers approved facility.

13. **Question** – Can the business owner of the tester also be an examiner?

**RFA # 3516R08– Third Party Non-Commercial Driver’s License Skills Testing Services  
Addendum 1 – Appendix O – Questions & Answers**

**Answer** – Yes, if they meet the examiner requirements. Please refer to Section IV-4 Third Party Tester’s Requirements for Third Party Examiners.

**14. Question** – We just got this RFA on 12/31/17. It's impossible to catch the 1/24/18 submission deadline, can we submit application after deadline or we have to wait for next year to submit?

**Answer** – Refer to answer number 7.

**15. Question** – What is the education background required for the examiner?

**Answer** – Please refer to Section IV-4 Third Party Tester’s requirement for Third Party Examiners. There are no requirements beyond those listed.

**16. Question** – What kind of bond required and where to obtain this kind of bond?

**Answer** – Refer to Section IV-13 – Bond of the RFA. You may obtain the bond from any surety authorized to issue bonds in Pennsylvania.

**17. Question – Facility Requirements:** If an applicant is currently not in a compliant facility, but is able and willing to secure and move into a PennDOT approved facility for the purposes of becoming a THIRD PARTY NON-COMMERCIAL DL TESTER ... can an application still be submitted, stating that intent, taking into consideration that the applicant has approximately 11 years of business experience as a PA DOE CERTIFIED Driver Training School and has participated in the EOCST PennDOT program for 9 years?

**Answer** – Yes you may still apply. Please refer to Section II-6 Facilities.

**18. Question** – Are Third Party Tester Supervisors required to be Certified Third Party Examiners?

**Answer** – No. There are no requirements for these positions other than the requirements listed in the RFA.

**19. Question** – Can the hours of operation say by Appointment if the physical office itself is only staffed during testing times?

**Answer** – All tests must be scheduled in advance. Please refer to Section IV-3 Requirements for Third Party Testers, A. General Program Requirements for a Third-Party Tester, 21. the testing location shall be available for customers to schedule testing a minimum of 30 hours per week.

**20. Question** – Can the hard copy of records be stored at a main location as long as they are accessible electronically?

**Answer** – No, the hard copy records must be secured at each testing location, for inspections and audits. Please refer to Section IV-3 Requirements for Third Party Tester, B. Record Security and Safety of Record Information.



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**21. Question** – Are \$150,000 bonds required for each location or is there a maximum bond amount for multiple locations?

**Answer** – Selected applicants are required to provide one bond. Total bond capacity can be combined.

**22. Question** – If we are applying for more than one location do we need to submit multiple full RFA applications or can we provide appendices for those locations.

**Answer** – One application is sufficient. Appendices can be provided for additional locations.

**23. Question** – Can two companies partner together to be a Third Party Tester, at the same location. If so, how do you want the application completed?

**Answer** – PennDOT will review the application as submitted. You must decide the proper way to allocate ownership and the proper corporate form for tax purposes.

**24. Question** – Can an owner(s) also have a dual role- as a supervisor and/or Manager?

**Answer** – The RFA does not prohibit the owner from being a supervisor or manager.

**25. Question** – Can the owner of the third party tester also serve as an examiner, assuming the owner is a qualified examiner per PennDot regulations.

**Answer** – Yes, if they meet the examiner requirements. Please refer to Section IV-4 Third Party Tester’s Requirements for Third Party Examiners.

**26. Question** – Do the files that need to be kept for testees be both electronic and paper copies?

**Answer** – Electronic and paper copies are required. Please refer to Section IV-3 Requirements for Third Party Tester, B. Record Security and Safety of Record Information.

**27. Question** – In general information section I-5 part A at the end of the paragraph it states this “The agreement entered into shall be a no cost agreement for testing services.” Does this mean the state is not charging the third party contractor or the third party contractor cannot charge the public for the service? We currently charge a fee for this so I’m thinking it means the state will not charge the contractor for the service. Is that correct?

**Answer** – The Commonwealth will not charge the applicant for the service, and will not pay the applicant for any expenses as part of this RFA. Third Party Testers may charge applicants for test administration. Prices shall be market driven and set by the Third Party Tester.

**28. Question** – We were exempt in the past for needing a performance bond since we were a state funded school. Is that still the case for this contract?

**Answer** – Public entities are not required to submit a performance bond.