

ON-LINE MESSENGER PROGRAM REQUIREMENTS:

INTRODUCTION

Act 92-166 (HB 2751) allowed the Department to install pilot programs of private sector, decentralized services for motor vehicle and driver license services. It also gave the Department the authority to expand the pilot program on a permanent basis.

Most of the customers who have used the on-line messenger service thought it was fast, easy and convenient to use. In response to favorable evaluations and comments by customers, the Department will be selecting additional on-line service providers. The Department reserves the right, at its sole discretion, to authorize the service providers to automate additional offices within the timeframe of their contract.

BACKGROUND

The Department's current driver licensing and vehicle registration operations are, for the most part, highly centralized and supported by a network of notaries, agents and messengers. Typically, work is either mailed to Harrisburg or brought to Harrisburg by bonded messengers, legislators, or the general public. Once the work is processed, any output (credentials) is either mailed to the customer, given to the messenger or legislator for delivery to the customer, or, in the case of walk-in customers, given back directly to them.

Although the centralization of services is an efficient method of operations largely due economy of scale, the existing operation lacks the service benefits provided through statewide counter services. The time it takes for the Department to resolve problems for customers continues to be a source of frustration and aggravation. In addition, people who wait until the last minute still expect to receive their "product" faster than the current delivery and processing systems allow.

In light of the customer service limitations of the existing approach, the Department has focused much attention on the feasibility of various alternatives for providing decentralized services.

Given the potential for fraudulent issuance of license and registration documents at a decentralized site, messenger services selected to become an on-line messenger will be required to meet a set of stringent performance standards with stringent criteria for employee, facility, system, fiscal and document security. These requirements are comparable with those used by the Department when establishing on-line service at a state-operated facility.

In general, the on-line messenger service will review and examine any documents/forms presented, data enter the requisite information on a remote terminal, transmit the data to the mainframe in Harrisburg, and issue the credentials to the customer. They will also account for and submit all fees due to the Commonwealth and forward any necessary documents to Harrisburg for microfilming and audit purposes. On-line messenger service centers may charge a service fee in addition to the required state fees for providing on-line services. These service fees will be determined by the on-line messenger service center. With the appropriate controls, we can achieve the objective of decentralization without affecting the security or accuracy of Departmental records.

Within the framework of the program, the on-line messenger services will initially provide the following on-line services:

Transaction

DL Renewal
Photo ID Card Renewal
VR Renewal
DL Change of Address
Insurance Restorations
Photo ID Change of Address
Transfer Registration
VR Change of Address
DL Duplicate/Replacement
VR Duplicate/Replacement
Restoration Requirements
Heavy Truck Registration Renewal
Issuance of Special Fund Plates
Retired Status VR Renewal
Duplicate Title
Basic Non-Commercial Driving Record
Three-year Driving Record
Ten-year Commercial Driving Record
Request for Vehicle Information
Posting of Restoration Fees and Proof of Insurance for
Driver License Suspensions

Product

Photo Camera Card
Photo Camera Card
Registration Card/Sticker
Update Card
Restoration Letter
Update Card
Registration Card
Registration Card
Interim License
Registration Card/Sticker/Plate
Letter
Registration Card/Sticker
Wildlife, Zoo, DARE, Heritage Plates
Registration Card/Sticker
Title mailed next day from Harrisburg
Basic Driving Abstract
Three-year abstract
Ten-year CDL Abstract
Basic Vehicle or Encumbrance Abstract

The Department may permit, at its sole discretion, any of the on-line messenger services to provide additional services during the term of the contract. The Department may require the on-line messenger service center to pay fees to the Department to acquire additional services.

INFORMATION REQUIRED FROM APPLICANTS

Applicants must submit one copy of a proposal that addresses in detail numbers one through six listed below. Applicants should provide as much information as possible regarding their ability to meet or exceed the requirements to become an on-line messenger service center. The proposal must address each factor specified below and must be submitted in the following format:

1. Statement of Decentralized Service Center Objectives – State in succinct terms your understanding of the objectives of the On-Line Messenger Program.
2. Management Summary – Include a narrative description of the proposed approach that will be used to achieve the objectives of the On-Line Messenger Program.
3. Work Plan – Describe in narrative form your ability to meet the requirements of each element within the on-line messenger service center specifications. They are:
 - 0.0 General Requirements
 - 1.0 Facility Requirements
 - 2.0 Hours of Operation
 - 3.0 Service Personnel and Staffing Requirements
 - 4.0 Training
 - 5.0 Posting and Distribution of Materials
 - 6.0 Signing
 - 7.0 Equipment, Hardware, and Telecommunications
 - 8.0 Security and Safety
 - 9.0 Quality of Services
 - 10.0 Submission of Processed Applications
 - 11.0 Bond

12.0 Termination

13.0 Disclosure of Proposal Contents

If you currently do not meet the specifications, describe in detail your work plan for meeting these requirements to ensure successful implementation of the program. This plan must include the time frame for completion of each component of the work plan.

For the purpose of evaluation, you must include your messenger number, your full agent numbers, Federal ID number, phone number, fax number, e-mail address and the messenger site address and county on the cover sheet of your proposal. Interior and exterior photographs of the proposed on-line messenger site and work area must also be included in your proposal. Photos must show ADA accessibility and the parking area for persons with disabilities. Photos of the proposed site's security closet and security system must also be included.

4. Related Experience – Include all relevant experience as a messenger service center, including current level of automation.
5. Personnel – Include the following names: if a Corporation, the President, Vice-President, Secretary, Treasurer; if a sole proprietorship, the owner; if a partnership, the partners; or if a limited partnership, the general partner. Include the names and resumes of executive management, administrative and support staff who will be involved in the on-line messenger service center work. Include education as well as experience in providing messenger or other services to the public. Indicate the responsibilities each will have within the on-line messenger service center.
6. Market Impact – Provide information regarding the need for the service in the proposed site area.

Each authorized messenger service or its affiliate offices may submit proposals for more than one site; however, three separate proposals must be submitted under separate cover for each proposed site. Each proposal will be reviewed separately and evaluated on its own merit.

PROPOSAL EVALUATION – On-line messenger service providers will be selected in accordance with their ability to provide outstanding customer service at the on-line messenger site while maintaining quality control, system security and document control. All proposals will be evaluated in accordance with the factors specified within the "Information Required From Applicants" section above. At the discretion of the Department, applicants may be required to make an oral presentation of their proposal to the Department. Also, the Department reserves the right to visit proposed sites as part of the evaluation. The Department will take into account the desirability of encouraging competition among service providers when evaluating market impact.

ON-LINE MESSENGER SERVICE CENTER SPECIFICATIONS

0.0 GENERAL REQUIREMENTS

0.1 Experience:

- 0.1.1 Each applicant must be a currently authorized messenger [and agent] service who has had continuous experience in providing messenger services in Pennsylvania for one-year from the date of application.
- 0.1.2 Applicants shall not have been previously sanctioned by the Department for violations of 75 PA C.S., their messenger contract, or messenger regulations during the above-mentioned one-year period. Violations that occurred prior to this one-year period may be taken into account in the evaluation of the proposal.
- 0.1.3 The Department can reject a proposal based on the applicant's criminal history background.
- 0.1.4 The Department can reject a proposal based on the results of an agent or messenger audit.

0.2 Contract:

On-line messenger service centers will be required to enter into a contract with the Department for the on-line messenger service center program. Interested contractors can secure a copy of a draft contract from Online Messenger Program Manager, 1101 South Front Street, 2th Floor, Harrisburg PA 17104 or e-mail at ealsvan@pa.gov or call 717-346-0986.

0.3 Departmental Regulations:

On-line messenger service centers shall remain bound by the provisions of 67 PA Code Chapter 255 (Messenger Service Regulations) and their messenger contract for all on-line messenger service center activities, except wherein more rigorous on-line messenger service center program standards are provided in writing by the Department. This includes, but is not necessarily limited to, requirements provided in this document. When such requirements are provided in writing by the Department, the on-line messenger service center is contractually bound to adhere to those standards.

1.0 FACILITY REQUIREMENTS

1.1 LOCATION:

- 1.1.1. Each selected messenger site must be able to support at least 100 face-to-face transactions a day.
- 1.1.2. On-line messenger service centers shall have an acceptable appearance to the Department and must comply with all applicable federal, state and local laws.

The facility must be fully accessible to persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA) requirements.

1.2 PARKING:

- 1.2.1 Each on-line messenger service center shall have adequate parking as determined by the Department to support the proposed transaction volume.
- 1.2.2 Adequate parking for persons with disabilities is required at each on-line messenger service center.
- 1.2.3 An adjustment may be made in parking requirements if deemed desirable by the Department.

1.3 INTERIOR:

1.3.1 Layout Requirements:

The interior of each on-line messenger service center shall provide in its design and physical layout the following:

- 1.3.1.1 A separate work area for processing driver license and vehicle registration transactions.
- 1.3.1.2 On-line messenger service center must provide adequate floor space in relation to waiting customers and anticipated transaction volumes.
- 1.3.1.3 On-line messenger service center applicants must provide a description and photos of their processing area, waiting area and their queue management plan for the on-line messenger service center. The processing area shall have a customer counter for customers to complete their paperwork. This processing area must be secured so that customers are unable to access any area behind it.
- 1.3.1.4 Adjustments may be made in layout requirements if deemed desirable by the Department and justified by the applicant.

1.3.2 Storage Requirements:

- 1.3.2.1 At each on-line messenger service center facility, the messenger service shall provide a storage facility with solid core door construction, secured hinges, secured ceiling and walls, dead bolt lock and interior construction adequate to store all documents to be submitted to the Department and all product stock. Adjustments may be made in storage requirements if deemed desirable by the Department and justified by the applicant.

1.4 UTILITIES:

- 1.4.1 Each location must provide adequate heating and air conditioning.

- 1.4.2 All facilities must have a telephone provided by the messenger dedicated to the on-line messenger service center program operation.
- 1.4.3 The telephone must be equipped with an answering machine or voice mail for use after hours containing a prerecorded message stating hours of operation and any other pertinent information identified by the Department.

FACILITY MAINTENANCE:

- 1.4.4 Each on-line messenger service center must provide repair and maintenance to cover the following services:
 - 1.4.4.1 Office cleaning at least weekly.
 - 1.4.4.2 Refuse disposal at least weekly.
 - 1.4.4.3 Electricity, lighting, heating, air conditioning, as needed.
 - 1.4.4.4 Repair of damage due to vandalism, break-in-water, fire, wind, or extreme deterioration.
 - 1.4.4.5 Snow and ice removal and grounds maintenance.
 - 1.4.4.6 Repair work must be accomplished in a reasonable amount of time (time to be determined by the Department).

1.5 FURNISHINGS:

- 1.5.1 Each on-line messenger center facility must be furnished with at least two workstations that are equipped with PC terminals and printers.
- 1.5.2 The PC at the workstations are to be set up so that customers cannot see the information showing on the screen. This set up is especially important so that a customer working at one workstation cannot see the personal information of another customer at another workstation.
- 1.5.3 An exception may be made to the two workstation requirement if deemed desirable by the Department and justified by the applicant.

2.0 HOURS OF OPERATION:

- 2.1 Each on-line messenger service center shall be open for business Monday through Saturday, excluding legal State holidays. The on-line service may not be available before 6:00 AM or after 9:00 PM on weekdays or before 6:00 AM or after 5:00 PM on Saturdays or major State holidays as a result of computer system restraints. Applicants should try to maximize the availability of the service for customers.
 - 2.1.1. Major state holidays, wherein the Department mainframe is not available for full access (inquiry only) are as follows: New Year's Day; Martin Luther King Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

- 2.2 Downtime of the Department's mainframe system due to hardware or software malfunction, extended power failure or communications line failure can occur infrequently. The Department recognizes these occurrences as normal and usual consequences of operation of a computer network. As such, the Department will not be responsible for any loss of work, customers or income which may result from any computer downtime.
- 2.3 Any exception to the hours of operation requirement must be approved by the Department.

3.0 SERVICE PERSONNEL AND STAFFING REQUIREMENTS:

- 3.1 The messenger service shall employ personnel who are responsible, dedicated and capable individuals. These individuals must conform to the Governor's Code of Conduct (a copy can be found at the following website address: http://sites.state.pa.us/oa/Executive_Orders/1980-18.pdf).
- 3.2 It will be the responsibility of the messenger service, at its expense, to obtain a Pennsylvania State Police background check of all personnel to be employed in the on-line messenger service center. This includes employees, as well as the employees of any subcontractor, who have access to Commonwealth IT facilities, either through on-site access or through remote access. The background check must be conducted prior to initial access and on an annual basis thereafter and submitted to the Department. Background checks are to be conducted on a Request for Criminal Record Check form and procedure found at www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf. In the event a criminal history is found, the messenger service must furnish the facts and secure Department approval before hiring or utilizing the persons involved. The Department takes the position that anyone convicted of a criminal offense is not necessarily barred from employment by the messenger service in all cases. Each case will be considered on its own merits. If an annual criminal State Police background reveals a criminal history exists, the Department may withdraw previously given approval. However, under no circumstances shall a person work within the on-line service before the criminal history check is completed or before a person who has a previous criminal history is approved by the Department. The on-line messenger must provide written confirmation that the background checks have been completed. If, at any time, it is discovered that an on-line messenger employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the on-line messenger shall not assign that employee to any on-line facility, shall remove any system access privileges already given to the employee and shall not permit that employee remote system access until receiving Department approval. The Department may withhold its consent in its complete discretion. Failure of the on-line messenger to comply with the terms of this paragraph may result in default of the on-line messenger under its contract.

The Department reserves the right to require removal of all individuals who are employed in any capacity by the on-line messenger for this contract. The Department reserves the right to require the on-line messenger to remove any individual from performing any services under this contract, including janitorial staff.
- 3.3 The messenger service must provide for approval to the Department, a detailed organizational chart clearly describing the chain of command from specific site staff to the on-line messenger service center manager.

- 3.4 The messenger service is required to provide a valid Pennsylvania Driver's License number or Official Picture ID number for each employee. This would include any new employees hired after the On-Line Messenger is approved to begin on-line messenger business by the Department.
- 3.5 The messenger service is required to provide for approval by the Department a job description for each position denoted on the organization chart. Each job description shall contain the following:
 - 3.5.1 Title of the position;
 - 3.5.2 Basic job function statement;
 - 3.5.3 The title of the position to whom the employee reports;
 - 3.5.4 Job duties and responsibilities;
 - 3.5.5 Scope of authority;
 - 3.5.6 Standards of performance.
- 3.6 Every on-line messenger service employee shall receive a copy of his/her current job description and the organizational chart.
- 3.7 Every on-line messenger employee, excluding janitorial staff, must have a minimum of one year of public service experience or comparable training in service to the public. They will be responsible for accurately and courteously providing basic information related to driver licensing and vehicle registration procedures and policies to customers. Each employee will be responsible for maintaining a well organized, neat and clean office.
- 3.8 Any employee found incapable of performing in accordance with established standards as defined in their job description will be disciplined to the satisfaction of the Commonwealth. Such discipline may include removal from the on-line messenger service center.
- 3.9 The on-line messenger service shall maintain current and permanent personnel records for all persons responsible for the operation, supervision or management of the on-line messenger service center services under this agreement. Personnel records shall be made available to the Department and authorized Commonwealth investigators upon request.
- 3.10 The on-line messenger service will designate one manager who directs the operations and will be the Department contact person. The on-line messenger service shall provide, as a condition of the contract, competent, continuous supervision and instruction to ensure that its on-line messenger service center is properly operated. A designated site supervisor must be available at the on-line messenger service center during all hours of operation.
- 3.11 The Department must have access to designated supervisory staff during all hours of on-line messenger service center operations.
- 3.12 The Department reserves the right to make unannounced center visits to observe and inspect on-line messenger service center operations.
- 3.13 The on-line messenger service shall supply to every employee and supervisor, including backup staff, a name plate or identification badge which shall be worn by all employees at all times while on duty so that each employee is readily identifiable by customers.

4.0 TRAINING REQUIREMENTS

- 4.1 On-line processing transactions training will be provided for 1-2 individuals by the Department in Harrisburg for up to two weeks. Within the timeframe of the contract, additional training may be required as a result of program or system changes. Upon completion of the training, these individuals will train all other staff associated with on-line processing transactions at the on-line messenger site. Travel, lodging and subsistence expenses are the responsibility of the on-line messenger service.
 - 4.2 The on-line messenger service shall provide initial training on current licensing policies and procedures and security and safety awareness to the on-line messenger employees. After completion of training, on-line messenger employees shall be required to pass a certification exam administered by the Department. OLM employees who fail to pass this certification exam will have their Department access revoked. Additional training in current licensing policies and procedures, such as the Pennsylvania Association of Notaries' Motor Vehicle Seminar, may be mandated by the Department.
 - 4.2.1 A waiver for the additional training may be issued by the Department.
 - 4.3 The on-line messenger service is required to train all employees in effective customer service and customer relations practices prior to implementation of the on-line messenger service center site.
 - 4.3.1 As part of the applicant's proposal, the on-line messenger service shall submit written customer service and customer relations standards to the Department. These standards shall be acceptable to the Department. The Department shall have the right to require these standards to be modified if they are found to be inadequate. Furthermore, prior to the implementation of on-line services, the on-line messenger shall provide to all employees of the on-line messenger service center, a written copy of the Department-approved customer service and customer relation standards.
 - 4.4 Development of an ongoing training program plan for all employees will be the responsibility of the on-line messenger service center. It shall also include the duration of the training and any training materials to be used and the level of instruction. It will be the responsibility of the on-line messenger center to ensure that all new hires receive on-line processing training.
 - 4.5 Provide for all employees, with at least one-year of employment, copies of their completion of the required Agent Service Training. (This is a requirement of your Agent Contract).
 - 4.6 It is a mandatory requirement that the On-Line Messenger, or a representative of the business attend all Department scheduled seminars or meetings as these are considered continued training.
- 5.0 POSTING AND DISTRIBUTION OF MATERIALS:
- 5.1 Only materials approved by the Department may be posted, displayed or disseminated within the designated on-line messenger service center.
 - 5.2 All advertising (television, radio, Internet, billboard, newspaper, magazine, Yellow Pages, etc.) for the on-line messenger service center services must have prior approval by the

Department. (For a copy of the Departments On-Line Messenger Advertising Guidelines please contact the On-Line Messenger Program Manager).

6.0 SIGNING

- 6.1 All signing must comply with the Messenger Services Regulations (67 Pa. Code Chapter 255), the messenger service contract, and all other applicable state and local laws. All Department and service fees must be posted.
- 6.2 All signing shall be submitted to the Department for prior approval.
- 6.3 All signs and postings must conform to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) standards as required by the ADA. Current requirements can be found at www.ada.gov. The on-line messenger shall be responsible for installation of all signs and postings. All postings and signs shall be approved by the Department.
- 6.4 Maintenance of a clear unobstructed view of all signs and postings will be the responsibility of the messenger service. Placement of all signs and postings must meet the approval of the Department. Signs' sizing, color and wording will be at the discretion of the Department.

7.0 EQUIPMENT/HARDWARE/TELECOMMUNICATIONS:

- 7.1 Fax machine
- 7.2 An exception may be made to the equipment/hardware/telecommunication requirement if deemed desirable by the Department.
- 7.3 The Department of Transportation currently operates an IBM Mainframe computer system and connects workstations via Local Area Network (Ethernet) attached personal computer (PC workstations) that are running 3270 emulation software.
- 7.4 Following, for information purposes, are specifications for equipment that will be necessary to operate in the Department's systems environment. The Department reserves the right, at its sole discretion, to authorize the on-line messenger services to utilize other technologies when the Department develops the ability to use new technologies.
- 7.5 Dot Matrix Printer (for driver's license update cards):
 - 7.5.1 Must be able to print 90 pound index card stock.
 - 7.5.2 Must be able to print on tractor feed preprinted stock.
 - 7.5.3 Must produce letter quality output.
 - 7.5.4 Must support vertical spacing of 6 and 8 lines per inch.
 - 7.5.5 Must support horizontal spacing of at least 10 characters per inch.
 - 7.5.6 Speed is recommended to be rated at 400 characters per second.

- 7.5.7 Must support Extended Binary Coded Decimal Interchange Code (EBCDIC) character set.
- 7.5.8 Form size is 3.25" high by 8.50".
- 7.6 Laser Printer (for printing driver's license camera cards, vehicle registration cards, error correspondence and restoration requirements letters):
 - 7.6.1 Should produce letter quality output.
 - 7.6.2 Must support EBCDIC character set.
 - 7.6.3 Laser output is generated on 20 pound 8.5 x 11" cut sheet paper.
 - 7.6.4 Must support Advanced Function Printing from mainframe.
 - 7.6.5 Must support currently installed mainframe print software IBM-PSF.
 - 7.6.6 Must support the printing of PDF 417 two dimensional bar codes.
 - 7.6.7 Must print a vertical and horizontal print density of at least 300 dots per square inch.
 - 7.6.8 Must have minimum of two input paper trays/drawers.
 - 7.6.9 Must print at a minimum of 12 pages per minute.
 - 7.6.10 Must have sufficient memory to support needed functions.
 - 7.6.11 Some examples of laser printers currently being used are: Lexmark T644 and HP 4000.
- 7.7 Connection to the Department's mainframe will be accomplished through one of the Department approved On-Line Messenger Network Manager (Integrator's) Sites. A list of those can be requested from the On-Line Messenger Program Manager.
 - 7.7.1 (2) S621 Slip Document Printers (referred to as WID printers by Department personnel). Approximate cost \$800 per device including the appropriate printer cable to attach the terminal. See 7.3.
 - 7.7.2 The Department prints Work Identification Numbers (WIDs) on all related paperwork for each transaction. The WID number is a 15 digit number that is programmatically controlled by the application program running on the mainframe. All related paperwork must have this number printed on it.
 - 7.7.3 An example of this type printer is the Westrex S621. A customized EPROM specification is used by Westrex to:
 - 7.7.1.1 Enable the printer to print the same number until changed by the mainframe application program.
 - 7.7.1.2 Determine the size of characters printed.

- 7.7.1.3 A customized document stop is used to control the location of the printed number.
- 7.7.4 The 15-digit number that is printed must be printed in a print field that measures 0.6 inches in height and 3.3 inches in width. The print field is located in the upper right corner of the form. The bottom boundary of the print field is 1 inch down from the top of the form. By adjusting the edge guide, the print field can end anywhere from the edge of the document to 0.5 inch from the edge. Additionally, the depth the document can be inserted is controlled by the document stop. The document stop feature must be either electronically or mechanically controlled with ease by the service provider.
- 7.7.5 Must support the full 96 character ASCII character set.
- 7.8 Office Shredder – An Office shredder must be on-site for shredding of customers personal information prior to placing in garbage receptacles. (Please refer to 8.16).

8.0 SECURITY/SAFETY

- 8.1 The on-line messenger service shall submit its proposal for the method of security which it intends to employ at each location for safeguarding all equipment and supplies including all product stock and application source documents. Specific and comprehensive security plans for the center shall be required. Such plans shall serve to maximize the security potential and minimize the security risk at each site. The Department shall approve all initial security plans and modifications made to security plans. Department approval on routine maintenance is not required.
- 8.2 Each on-line messenger service center shall have and utilize an operational electronic security system, i.e., one that is in good working order.
- 8.3 The on-line messenger shall verify receipt of all distributions of all product stock at the time and place of delivery. Authorized on-line messenger service personnel shall provide to the Department a signed receipt of all such deliveries.
- 8.4 The on-line messenger service shall maintain detailed, accurate and current records of receipt of all product stock. Records shall include the date of receipt, description of item(s) received, quantity received and signature of authorized on-line messenger service personnel who verified and accepted the delivery. Records of such deliveries shall be maintained and updated at the time and place of all such deliveries. In addition, the on-line messenger service shall be required to account for all product stock by inventory control number in accordance with standards provided by the Department.
- 8.5 The on-line messenger service will acknowledge on TOPICS the receipt or products from PennDOT on the day of delivery. The on-line messenger service shall retain a copy of all delivery receipt records.
- 8.6 Not more than one box of each type of product stock shall be open at any time. All other product stock must be maintained within the secure storage facility. Failure of the on-line messenger service to meet this requirement will result in the immediate termination of the on-line messenger service provider's on-line access to the Department's mainframe.

- 8.7 The on-line messenger service, at the close of business on each day of operations, shall remove all product stock from all printers, both laser and dot matrix, and place the product stock in the secure storage facility referred to in Section 1.3.2.1. Additionally, at the close of business on each day of operation, all other product stock, including but not necessarily limited to registration plates and stickers, must be placed in the secure storage facility referred to in Section 1.3.2.1. Failure of the on-line messenger service to meet this requirement will result in the immediate termination of the on-line messenger service's on-line access to the Department's mainframe.
- 8.8 Signature entry by approved on-line messenger personnel to all storage facilities, cabinets, or safes holding product stock shall be required. A security log sheet shall provide documentation of access to all secured items, as well as denote product stock added or removed from the storage facilities, cabinets, or safes. All secure storage facilities, cabinets, or safes holding security sensitive items shall have limited access and be kept locked at all times. In addition, keys or access codes to all storage facilities should never be left unattended and must be kept secured at all times. Failure of on-line messenger service personnel to meet this requirement will result in the immediate termination of the service provider's on-line access to the Department's mainframe.
- 8.9 If an on-line messenger employee leaves the customer service area, all product stock and application source documents must be securely locked up. At no time will equipment or supplies be left unattended in a room open to the public or accessible by persons not employed and trained to provide on-line messenger services. Failure of on-line messenger service personnel to meet this requirement will result in the immediate termination of the on-line messenger service provider's on-line access to the Department's mainframe.
- 8.10 Product stock and application source documents shall not be held or placed at any time on workstation areas within sight or grasp of the public. Failure of on-line messenger service personnel to meet this requirement will result in the immediate termination of the on-line messenger service provider's on-line access to the Department's mainframe.
- 8.11 Theft or loss of product stock or application source documents due to lack of proper security will result in the immediate termination of the on-line messenger's on-line access to the Department's mainframe.
- 8.12 Upon the on-line messenger's receipt of a report or information of any kind which indicates that an on-line messenger employee or any person responsible for the operation, supervision or management of on-line messenger service center operations may be party to the fraudulent use of equipment, materials or information, the on-line messenger service shall notify the Department immediately in writing within 24 hours. Written notice to the Department shall be by fax, registered mail, email or receipted delivery to the PennDOT On-Line Messenger Program Manager.

Proper notice shall contain, but not be limited to, the following information:

- The names, addresses, social security number and dates of birth of all suspected personnel;
- A list of all times at which the suspected personnel has been or will be scheduled to perform his/her job duties;
- The names, addresses, and telephone numbers of the direct supervisor of the suspected personnel;

- A description of the nature of the suspected fraudulent activity;
 - A statement of the manner in which the on-line messenger service gained knowledge of the alleged fraudulent activity;
 - The names, addresses, and telephone numbers of all informants and other persons having knowledge of the alleged fraudulent activity;
 - Copies of all the reports, logs or other written information which could document, clarify or in any manner assist in the investigation.
- 8.12.1 The Department shall, upon receipt of proper written notice, request an official investigation of the reported activity. The on-line messenger service manager shall be the key point of contact for the effective coordination of the investigation effort.
- 8.12.2 Upon the Department's receipt of a report or information of any kind which indicates that an on-line messenger employee or any person responsible for the operation, supervision or management of on-line messenger service center operations may be a party to the fraudulent use of equipment, materials or information, the on-line messenger's authorization to operate an on-line messenger office(s) may be suspended until the completion of an official investigation. If it is determined that such activity occurred, the Department may terminate the on-line messenger's contract.
- 8.13 In the event of any incident of a break-in, theft, fire or vandalism, the on-line messenger shall immediately notify the Department by telephone or fax and shall additionally provide to the Department, in writing, within 24 hours, a detailed account of the incident.
- 8.14 The on-line messenger service shall comply with all Department requests for reports regarding inventory of product stock.
- 8.15 The on-line messenger service shall set up computer terminals in such a manner that the screens are not accessible to the customer. Employees or contractors without Criminal Background checks in place should not have access to or be able to view any screens that may contain customer's driver or vehicle records and personal information.
- 8.16 The on-line messenger service shall be required to shred all personal customer information prior to disposing of in a garbage receptacle. This shall include any customers' address, vehicle and driver information, including social security numbers. Please note that screen prints, employee notes that contain personal customer information and all copies of completed forms that are being discarded must also be shredded. Alternatives to on-site shredding of documents can be discussed and approved only by the Department.

9.0 QUALITY OF SERVICES

- 9.1 The on-line messenger service shall submit to the Department for approval, written Quality Control Procedures for processing motor vehicle and driver licensing transactions. Every on-line messenger service employee shall receive a copy of the Department-approved Quality Control Procedures.

- 9.2 To maintain the integrity of the On-Line Messenger Program, all on-line messengers shall maintain an average quality rating of 98% for motor vehicle and driver licensing transactions.
- 9.3 The Department shall take the following actions if a 98% average quality rating is not maintained:
- 9.3.1 1st Offense – The Department shall meet with the on-line messenger to review their quality control procedures. The Department shall provide mandatory refresher training to the on-line messenger in recommended areas.
- 9.3.2 2nd Offense – The Department shall issue a non-performance written warning to the on-line messenger. The Department shall provide mandatory refresher training to the on-line messenger in recommended areas.
- 9.3.3 3rd Offense – The Department shall place the on-line messenger on probation for three months with the following conditions:
- 9.3.3.1 All of the on-line messenger's quality control procedures shall be in place and operational.
- 9.3.3.2 Random audits of the on-line messenger shall be conducted by the Department.
- 9.3.3.3 The on-line messenger shall maintain an average quality rating of 98% for all motor vehicle and driver licensing work processed.
- 9.3.3.4 The on-line messenger shall have no financial responsibility errors.
- 9.3.3.5 The on-line messenger shall not commit any violations of the On-line Messenger Service Center Contract, Messenger Contract, Department Regulations or the Vehicle Code which would result in the issuance of warnings or sanctions to the on-line messenger service center.
- If any of these conditions specified in subsections 9.3.3.1 through 9.3.3.5 are not met during the probationary period, the on-line messenger's contract will be terminated in its entirety.
- 9.4 If the on-line messenger does not maintain an average quality rating of 98% for the one year after completing its first probation period, the Department will terminate the on-line messenger's contract in its entirety.
- 9.5 If, after one year of completing its first probation period, the on-line messenger does not maintain an average quality rating of 98%, the Department will place the on-line messenger on probation for an additional three-month period.
- 9.6 If, after completing its second probation period, the on-line messenger does not maintain an average quality rating of 98%, the Department shall terminate the on-line messenger's contract in its entirety.

10.0 SUBMISSION OF PAPERWORK

10.1 Timeframe for Submission

Delivery of all completed on-line messenger work and financial work to the Department will be specified by the Department, but on-line messengers may be required to utilize overnight courier services and/or electronic funds transfer (EFT).

10.2 Procedure for Submission

The Department will provide detailed procedures for submission of all completed application source documents including, but not limited to the following:

10.2.1 Driver licensing work and vehicle registration work must be submitted in separate envelopes/parcels.

10.2.2 Work must be submitted in Work Identification Number order (process order).

10.2.3 Standards for fee accounting.

10.2.4 Methods for submission or deposit of all fees.

10.3 In addition, the Department in its sole discretion may require on-line messengers to submit source documents to the Department utilizing digitized imaging technology or electronically in a manner to be prescribed by the Department.

11.0 BOND

The on-line messenger service shall maintain with the Department bonds in the amount of \$50,000 for each approved on-line messenger service center site. If the on-line messenger service is approved to automate more than three sites, it shall maintain with the Department a bond not to exceed \$200,000. The bonds shall be executed by a surety company authorized (by law) to transact business (with) in this Commonwealth.

11.1 The bond shall be for the use and benefit of the Commonwealth and persons who have sustained a monetary loss within the limitations of this bond. (Attributable to the intentional or negligent conduct of the on-line messenger service or its agents or employees, including, but not limited to, losses incurred in negotiating checks or other instruments drawn by the on-line messenger service).

11.2 If the amount of the bond is decreased, or if there is a final judgment outstanding on the bond, the on-line messenger service's Department authorization shall be suspended (or terminated) until steps are taken, satisfactory to the Department, to restore the original amount of the bond.

11.3 If the bond is terminated or becomes unsatisfactory for any reason, the authorization to operate on-line messenger office(s) will be suspended or terminated until the on-line messenger service furnishes the Commonwealth with a satisfactory substitute bond in the amount required by the Department.

12.0 TERMINATION:

The Commonwealth reserves the right to terminate the on-line messenger program at any time for any reason.

13.0 DISCLOSURE OF PROPOSAL CONTENTS:

Proposals will be held in confidence and, except for the selected proposals, will not be revealed or discussed with competitors. All other material submitted with the proposal becomes the property of the Commonwealth of Pennsylvania and may be returned only at the Commonwealth's option. Proposals submitted to the Commonwealth may be reviewed and evaluated by any person other than competing contractors at the discretion of the Commonwealth. The Commonwealth has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

Exhibit “B”

Contractor Application On File

EXHIBIT B

2015-01-14
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.

EXHIBIT C

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.

EXHIBIT C

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

EXHIBIT C

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

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

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

EXHIBIT D

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.** 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, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** 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.
- 6.** 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.
- 7.** 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

Exhibit E

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.

8. 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.
9. 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.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit E

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

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.