

# **Messenger Service Requirements to Open a Main Office**



This publication contains the messenger service contract requirements packet. The packet includes application information, samples and frequently asked questions. Once these requirements are met, a contract between you and PennDOT will be executed.

Contract requirements can be mailed to:

Bureau of Motor Vehicles  
Regulated Client Services Section  
Issuing Agent Registration Unit  
1101 S. Front Street  
Harrisburg, PA 17104

Requirements may also be submitted through the Messenger Service Center. A sort bin has been established for contract requirements.

Should you have any questions regarding this process, please call the Regulated Client Services Section at (717) 705-1101 or write to the address listed above.

# MESSENGER SERVICE APPLICATION REQUIREMENTS

## I. General Requirements

- ❖ Applicants must submit two copies of their requirements documents to the Department.
- ❖ Applicants should provide as much information as possible regarding their ability to meet or exceed the requirements for messenger service.
- ❖ Applicants must address each factor specified below.
- ❖ Information must be submitted in the format specified in the Sample Document.
- ❖ There is a fee that must be submitted for opening a new main office and a different fee for opening a branch location. **For a current listing of fees, refer to Form MV-70S, "Bureau of Motor Vehicles Schedule of Fees."**

## II. Experience

- ❖ The cover of the application should include the business name, address, phone number, fax number, email address and Federal ID Number. If you are currently an authorized messenger service, your messenger number should also be listed on the cover.
- ❖ If a corporation, include the names of the president, vice-president, secretary and treasurer; if a sole proprietorship, the name of the owner; if a partnership, the names of the partners; or if a limited partnership, the name of the general partner. All applicants must also include the name(s) of support staff that will be involved in the messenger service and indicate the responsibilities each will have within the service.
- ❖ Neither applicant, nor any applicant's employee(s) shall be under sanction or investigation by the Department for violations of 75 Pa.C.S. or Departmental regulations.
- ❖ Prior violations of 75 Pa.C.S. or Department regulations may disqualify an applicant, as such violations, depending on the circumstances, may be taken into account in the evaluation of the application.
- ❖ Applicants shall provide letter(s) of reference from a bank or other financial institution, which indicates that accounts of the applicant are handled in a satisfactory manner that is consistent with standard banking practices.
- ❖ Applicants shall provide three letters of reference from business concerns, on business stationery, attesting to the character of the applicant.
- ❖ Applicants shall provide a notarized statement that no monies are due and owing to the Commonwealth of Pennsylvania by the applicant business or by the owners and officers of the business.
- ❖ The applicant shall provide the drivers license number of any owner, officer or agent, who will be transporting documents.
- ❖ The applicant shall provide the prescribed annual fee for the principal place of business of the applicant and branch offices, if any. The fee will be returned if the application is denied. (75 Pa.C.S. Chapter 19, Section 1959, Messenger Services). No fee is required if the business is already an authorized messenger service. There is a fee for principal place of business and a different fee for a branch office. **For a current listing of fees, refer to Form MV-70S, "Bureau of Motor Vehicles Schedule of Fees."**

### **III. Facilities**

- ❖ Each applicant must submit photographs of the interior and exterior of the proposed place of business, including branch offices, if any.
- ❖ The photographs must show the following items:
  - ◆ Entrance way
  - ◆ Exterior signs, including business hours
  - ◆ Desk and phone area
  - ◆ Secure area for storage of Pennsylvania Motor Vehicle and Driver Licensing products and forms
  - ◆ Licensing and the contractors service fees
  - ◆ Schedule of Fees: Department vs. Messenger Service

### **IV. Criminal Background Check**

- ❖ A criminal record check must be obtained from the Pennsylvania State Police for each owner or corporate officer and every employee engaged in the messenger service to determine if they have been convicted of a criminal offense. If such a conviction exists, the messenger service must furnish the facts of the offense, and secure Department approval before hiring or utilizing the person involved.
- ❖ The criminal record check must be less than one year old at the time the application is reviewed.

### **V. Security Plan**

- ❖ The messenger service must submit its proposal for the method of security it intends to use for safeguarding all supplies, including applications.

### **VI. Bond**

- ❖ The messenger service shall file and maintain with the Department a bond in the amount of \$50,000 for each approved messenger service. If the messenger service has more than one location, additional bonds in the amount of \$50,000 for each location not to exceed \$250,000 must be submitted. The bonds shall be executed by a surety company authorized by law to transact business in this commonwealth and shall state that it is 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 agent service or employees, including losses incurred in negotiating checks or other instruments drawn by the agent service.
- ❖ If the Department does not have your current bond information on file, then you must submit your original bond information to us.

### **VII. Denial of Application**

- ❖ The Department may deny an application for messenger service agreement upon determining the applicant is not capable of performing the duties of a messenger service in a manner consistent with the public interest.

## **VII. Ineligible**

- ❖ No official or employee of the Commonwealth of Pennsylvania shall be eligible to enter into a contract with the Department to own or operate a messenger or agent service nor shall a messenger or agent employ an official or employee of the Commonwealth of Pennsylvania.

# SAMPLE DOCUMENT

## Cover Page of Requirement Packet

John Q. Customers Messenger Service, Inc.  
1101 S. Front Street  
Harrisburg, PA 17104  
Messenger # 00000  
(717) 999-9999  
Fax #: (717) 111-1111  
E-mail address: johnqcustomer@xxx.com

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### Requirements

#### Experience

John Q. Customer Messenger Service, Inc. located at 1101 S. Front Street has been a messenger service for the past five years. We currently operate a main location and five branch offices.

The owner of the corporation is John Q. Customer, Vice President is Joan A. Customer, Secretary is Mary B. Customer and Treasurer is Joe C. Customer.

The support staff consists of (place name of each employee who will be involved in the messenger service and indicate their responsibilities within the service).

Neither John Q. Customer Messenger Service, nor any of its employees are under sanction or have ever been sanctioned by PennDOT for violations under 75 Pa.C.S. or Departmental regulations.

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Attach your letter of reference from a bank or financial institution. Please make sure your letter indicates that accounts are handled in a satisfactory manner consistent with standard banking practices.

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Attach three letters of reference from business concerns, on business stationery, attesting to the character of the applicant.

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Attach a notarized statement that no monies are due and owing to the Commonwealth by the owners and officers of the business.

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Provide the driver's license number of any owner, officer or agent, who will be transporting documents.

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## Facilities

Attach photographs of the interior and exterior of the place(s) of business. The photographs of the exterior must show the entrance, business hours and signs. The interior photographs must show the desk, phone, secure area for storage of products and forms, and a complete schedule of fees and charges for Pennsylvania Motor Vehicles/Driver Licensing and the contractor fees.

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## Criminal Background Check

Attach a criminal background check, obtained from the Pennsylvania State Police, for each owner or corporate officer and every employee engaged in the messenger service. If a conviction exists, the messenger service must furnish the facts of the offense and secure Department approval before hiring or retaining employee.

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## Security Plan

Attach the messenger service's proposal for the method of security it intends to use for safeguarding all supplies, products and applications.

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## Bond

Attach your bond information (MV-375 or rider to the bond). Each Messenger Service must file and maintain a bond in the amount of \$50,000 for each approved messenger service. If the messenger service has more than one location, additional bonds in the amount of \$50,000 for each location, not to exceed \$250,000, must be submitted.

## PENNSYLVANIA AGENT AMERICANS WITH DISABILITIES ACT (ADA) CHECKLIST

As a provider of a public service, you are required to ensure the areas of your facility used for customer transactions involving Department of Transportation documents meet the accessibility requirements of Title II of the Americans with Disabilities Act (ADA). If you answer "no" to questions 2, 3, 4, 6, 10, 11, 13, 14, 15, 16, 17, 18, 20, 21 or 22, your facility does not meet the ADA accessibility requirements.

### EXTERIOR:

1. Does your place of business provide parking spaces for the general public? .....  YES  NO  
If no, skip to Question 4.
2. Are there designated persons with disabilities parking spaces? .....  YES  NO  
If no, skip to Question 4.
3. Are there signs for the designated person with disabilities space(s)? .....  YES  NO
4. Is there a clear unobstructed path of travel at least 36 inches from where your customers park to your door? .....  YES  NO
5. Are curb cuts necessary for access? .....  YES  NO  
If no, skip to Question 9.
6. Have the curb cuts been installed? .....  YES  NO  
If no, skip to Question 9.
7. Is the length of the curb cut at least one foot for every inch of curb height? .  YES  NO
8. Is the width of the curb cut at least 36 inches? .....  YES  NO
9. Are ramps necessary for access? .....  YES  NO  
If no, skip to Question 14.
10. Have the ramps been installed? .....  YES  NO
11. Is the height of the ramp such to reach the level of the entrance? .....  YES  NO
12. Is the length of the ramp at least one foot long for every inch of height? . . . .  YES  NO



**ENTRY:**

- 13. Is the width of the ramp at least 36 inches? .....  YES  NO
- 14. Does your entrance door provide a minimum of 32 inches of clearance? ...  YES  NO
- 15. Is your entrance door's threshold less than one-half inch high? .....  YES  NO  
**NOTE:** Thresholds at doorways should not exceed  $\frac{3}{4}$  inch in height for exterior sliding doors; not in excess of  $\frac{1}{2}$  inch for other types of doors.
- 16. Is your entrance door's threshold beveled or slanted on both ends? .....  YES  NO
- 17. Is your door handle 48 inches high or less? .....  YES  NO
- 18. Can the door be easily opened using a closed fist? .....  YES  NO
- 19. Is there an interior door? .....  YES  NO  
If no, skip to Question 21.
- 20. Does the interior door meet the same specifications of the entry door as described above? .....  YES  NO

**INTERIOR:**

- 21. Is the route to where PennDOT customer services are provided 36 inches wide? .....  YES  NO
- 22. Are the counters where PennDOT customer services are provided no more than 36 inches high and at least 36 inches? .....  YES  NO

**ATTACHED IS A SAMPLE CONTRACT**

**THE CONTRACT HAS NO VALIDITY UNTIL ALL REQUIREMENTS ARE MET AND ALL SIGNATURES ARE OBTAINED AND A COMPLETELY EXECUTED CONTRACT IS RETURNED TO YOU**

**This sample is being provided for your review. Should you meet all the requirements and enter into a contract with the Department, you will become bound by this contract. Once again, this is only a SAMPLE for information and does not guarantee that a contract will be offered.**

**THANK YOU.**

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

Contract #:  
Federal ID #:

## MESSENGER SERVICES AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (Department),

a n d

John Doe Messenger Service

WHEREAS Act 152 of 2002 requires the Department to enter into contracts for the provision of messenger services for delivering and obtaining documents to and from the Department, for a fee; and

WHEREAS, Contractor desires to contract with the Department to provide such services to vehicle owners and operators and any business entity relating to Motor Vehicle or Driver Licensing products in the Commonwealth; and

WHEREAS, the Department has determined that Contractor is qualified to provide the necessary messenger services.

NOW THEREFORE, the parties agree, with the intention of being legally bound, to the following:

### AUTHORITY TO PROVIDE MESSENGER SERVICES

1. Department will allow Contractor to provide messenger service, delivering and obtaining driver licensing and vehicle registration documents to and from the Department for consumers in the Commonwealth.
2. Contractor may charge a reasonable service fee for messenger services provided. It is understood that the Department will make no payment to the Contractor; payment for any services rendered shall be billed by the Contractor to the public users of its services.
3. If providing counter service to the public, Contractor shall at all times maintain a facility which is acceptable in appearance to the Department and is in compliance with all applicable federal, state, and local laws, including local zoning ordinances and building codes, and is fully accessible to persons with disabilities in accordance with the provisions of Title II of the Americans with Disabilities Act.

## **FACILITIES**

4. The facility(ies) of the Contractor shall provide for adequate parking to accommodate the anticipated volume of business and shall provide specified parking for persons with disabilities, in accordance with applicable standards promulgated by the Department of Labor and Industry, at 34 Pa. Code, Chapter 47.
5. The facility shall include secure storage during non business hours for all products being delivered and obtained from the Department. The Department expressly reserves the right to amend this Agreement to provide for the implementation of additional security measures as shall be determined to be required by the Department in its discretion.
6. The facility shall have active telephone service, a fax machine and a copy machine; the Department, at its discretion, may require the Contractor to also have a connection through a personal computer to the Internet, an active e-mail account accessible via the Internet, access to the Department's Driver and Vehicle Systems, or may require other technology the Department may deem appropriate for the provision of messenger services.
7. Prior to the relocation of the messenger service business to another location, Contractor agrees to submit to the Department only the facility-related information required as if the Contractor were making and initial application to contract to provide messenger services.

## **HOURS OF OPERATION**

8. If offering personal counter services to the public, Contractor's facility shall be open a minimum of 20 hours per week between the hours of 7:00 a.m. and 9:00 p.m. The facility may be closed for reasonable periods of time due to vacation or illness, subject to the requirements of paragraph 14.

## **STAFFING**

9. Contractor will, at the time of appointment or hiring and annually thereafter, obtain a criminal record check from the Pennsylvania State Police for all corporate officers of the Contractor and employees who are involved in providing the messenger service and will make such criminal record checks available to the Department upon request.
10. Contractor will, at the time of hiring and annually secure an affidavit from each employee involved in providing the messenger service that the employee has read and understood the provisions of 75 Pa.C.S. Chapters 75 (relating to authorization of messenger and agent services), 75 Pa.C.S. § 6114 (relating to limitation on sale, publication and disclosure of records), 67 Pa. Code, Chapter 255 (relating to Messenger Services), and the Department's Messenger Manual (regarding messenger application, processing information and procedures); Contractor will retain the statement(s) on file for inspection upon request by the Department.

11. Contractor will direct at least one management employee involved in providing the messenger service to attend at least one of the Department's Quarterly Messenger Meetings per year.

### **SIGNING AND MATERIALS**

12. Contractor will conspicuously post a schedule of Department motor vehicle fees and fees charged by Contractor for messenger services.
13. If open to the public, contractor will prominently post on the outside of the business an identifying sign, of durable material, which contains the words "authorized messenger service" or "authorized motor vehicle messenger service."
14. If open to the public, contractor will post a schedule of hours so as to be visible from the exterior of the place of business. If the facility is closed due to vacation or illness, the closure will be prominently posted at the entrance to the facility.
15. Contractor will prominently post the certificate of authorization for the messenger service at the place of business.

### **SECURITY**

16. At the close of the hours of operation of the messenger service, Contractor shall place all documents which were obtained from the Department or for delivery to the Department, in the place of secured storage approved by the Department.
17. If any completed forms or Motor Vehicle or Driver License products, which are being delivered to the Department or obtained from the Department, are lost or stolen, the Contractor must notify the Department of the loss or theft immediately or the next business day after discovery of the loss. This notice shall be in the form of an affidavit and shall give complete details of the loss or theft. In the event of theft, the theft shall be reported to appropriate police officials within 48 hours of discovery of the theft.

### **PROVISION OF TIMELY SERVICE**

18. Completed documents for processing must be submitted to the Department within 5 calendar days of the messenger's receipt of all necessary and fully executed documents. If Contractor has also contracted with the Department as an Agent Service, Contractor nonetheless must submit completed applications and fees within 5 calendar days, not within 20 calendar days as provided in paragraph 21 of the Agent Service Agreement.
19. Contractor will pick up all work processed by the Department within 48 business hours after being placed in the box of the messenger service.
20. The Department, at its sole discretion, may require Contractor to submit source documents to the Department utilizing digital imaging technology or electronically in a manner prescribed by the Department.

## **BOND**

21. Contractor shall file and maintain with the Department a bond in the amount of \$50,000 for each messenger service. If the agent service has more than one location, additional bonds in the amount of \$50,000 for each location, not to exceed \$250,000 in the aggregate, shall be filed and maintained. The bonds shall be executed by a surety company authorized by law to transact business in this Commonwealth and shall be for the use and benefit of the Commonwealth and persons who have sustained a monetary loss attributable to the intentional or negligent conduct of the Contractor or Contractor's employees, including losses incurred in negotiating checks or other instruments drawn by the Contractor, in accordance with the limitations in 67 Pa. Code §255.4(a).
22. If the amount available under the bond is decreased, or if there is a final judgment outstanding on the bond, the rights of the Contractor to deliver and obtain documents to and from the Department, may be suspended or terminated until steps are taken, satisfactory to the Department, to restore the original amount of the bond, provide an additional bond or satisfy the outstanding judgment.
23. If the bond is terminated or becomes unsatisfactory for any reason, the Contractor's authorization to operate the messenger service will be suspended until the Contractor furnishes the Commonwealth with a satisfactory substitute bond in the amount required by the Department.

## **AUDITS AND INSPECTION**

24. The Department reserves the right to make unannounced visits to audit, observe and inspect Contractor's messenger service operations. Records of transactions conducted by the messenger service and related documents shall be available for inspection, with or without notice, by authorized Commonwealth employees or designees, including the Pennsylvania State Police. Records required by the Department to be maintained by the Contractor in carrying out the duties under this Agreement shall be subject to periodic inspection by authorized representatives of the Commonwealth or its designated agents under the following conditions:
  - (1) Place -The inspection may be conducted at the issuing agent's established place of business.
  - (2) Time -The inspection may be conducted during regular and usual business hours.
  - (3) Scope -The inspection may be limited to examination of the records, plates, permit or other products designated by the Department, inventory which are subject to the record keeping requirement of this Agreement and Department regulations or, based on the initial findings, may be expanded to include investigation of violations of the other terms of this Agreement or Department regulations.

## RENEWAL

25. This Agreement shall be for a term of three (3) years commencing with the effective date. The parties shall have the option to renew this Agreement by letter agreement for additional three (3) year periods.

## SUSPENSION AND TERMINATION

26. Contractor agrees that Contractor and its employees will be bound by the provisions of and 75 Pa.C.S. Chapter 75 (relating to authorization of messenger and agent services) 75 Pa.C.S. § 6114 (relating to limitation on sale, publication and disclosure of records), and 67 Pa. Code Chapter 255 (relating to messenger services), as well as the provision in this Agreement, and that where this Agreement provides a more rigorous standard of conduct, the provisions of this Agreement shall control.
27. Contractor agrees that if it is determined by the Department that Contractor or any of its employees has engaged in any of the activity described in the following table, operation of the messenger service may be suspended in accordance with the corresponding time period in the table which follows. Second and subsequent offenses will be determined on the basis of previous offenses of the same nature committed within a three (3) year period.

Prohibited Activity	Period of Suspension of Operation
(1) The authorized messenger service has failed to report a change of business address within 10 days of the change - <b>first offense</b> .	Suspension until the application related to the change has been approved.
(2) The messenger service has operated an unauthorized branch office - <b>first offense</b> .	Suspension until the branch office is approved by the Department or closed by the messenger.
(3) The messenger service has failed to submit documents to the Department within 5 days after the messenger's receipt of all necessary and fully executed documents - <b>first offense</b> .	Written Warning.
(4) The messenger service has failed to submit documents to the Department within 5 days after the messenger's receipt of all necessary and fully executed documents - <b>second offense</b> .	Operation suspended for (3) months.
(5) The messenger service has failed to post the Certificate of Authorization, schedule of motor vehicle fees as supplied by the Bureau, schedule of messenger fees, identifying sign conforming to Department regulations, or hours of operation in a conspicuous manner at places of business - <b>first offense</b> .	Written Warning.
(6) The messenger service has failed to post the Certificate of Authorization, schedule of motor vehicle fees as supplied by the Bureau, schedule of messenger fees, identifying sign conforming to Department regulations, or hours of operation in a conspicuous manner at places of business - <b>second offense</b> .	Operation suspended for one (1) month.
(7) The messenger service has repeatedly failed to record messenger number and date of submission on applications and checks submitted to the Commonwealth - <b>first offense</b> .	Written Warning.
(8)The messenger service has repeatedly failed to record messenger number and date of submission on applications and checks submitted to the Commonwealth - <b>second offense</b> .	Operation suspended for three (3) months.
(9) The messenger service has failed to pick up work processed by the Department within 48 hours after deposit in proper box - <b>first offense</b> .	Written Warning.
(10)The messenger service has failed to pick up work processed by the Department within 48 hours after deposit in proper box - <b>second offense</b> .	Operation suspended for three (3) months.
(11) The messenger has: (i) Failed to furnish receipts as required by § 255.5(g) (relating to duties of messenger service).(ii) Failed to retain a duplicate copy of receipts for 3 years - <b>first offense</b> .	Written Warning.
(12)The messenger has: Failed to furnish receipts as required by § 255.5(g) (relating to duties of messenger service).	Operation suspended for three (3) months.



Prohibited Activity	Period of Suspension of Operation
(13) The messenger service has failed to maintain proper records as provided in § 255.5(h) - <b>first offense</b> .	Written Warning.
(14)The messenger service has failed to maintain proper records as provided in § 255.5(h) - <b>second offense</b> .	Operation suspended for three (3) months.
(15) The messenger or employee has failed to conspicuously display identification card at all times when in the Department on business related to the messenger service - <b>first offense</b> .	Written Warning.
(16) The messenger or employee has failed to conspicuously display identification card at all times when in the Department on business related to the messenger service - <b>second offense</b> .	Operation suspended for one (1) month.
(17) The messenger service has failed to allow inspection of all documents in the possession of the messenger service by authorized Commonwealth employees - <b>first offense</b> .	Operation suspended until 30 days after the documents are made available for inspection.
(18) The messenger service offering personal counter services has failed on two or more occasions to be open during posted business hours - <b>first offense</b> .	Written Warning.
(19) The messenger service offering personal counter services has failed on two or more occasions to be open during posted business hours - <b>second offense</b> .	Operations suspended for three (3) months.
(20) An owner or officer of the messenger service is a Commonwealth employee or the messenger service is employing a Commonwealth employee - <b>first offense</b> .	Operation suspended for one (1) month.
(21) An owner or officer of the messenger service is a Commonwealth employee or the messenger service is employing a Commonwealth employee - <b>second offense</b> .	Operation suspended for six (6) months.
(22) The messenger service has failed to maintain security of documents as required by section 255.5(c) - <b>first offense</b> .	Written warning.
(23) The messenger service has failed to maintain security of documents as required by section 255.5(c) - <b>second offense</b> .	Operations suspended for three (3) months.
(24) The messenger service has failed to maintain the established place of business in accordance with contract requirements - <b>first offense</b> .	Operation suspended until the established place of business is brought into compliance with contract requirements.
(25) The messenger service has failed to submit documents in accordance with Department regulations and procedures at locations designated by the Department - <b>first offense</b> .	Written Warning.

Prohibited Activity	Period of Suspension of Operation
(26) The messenger service has failed to submit documents in accordance with Department regulations and procedures at locations designated by the Department - <b>second offense</b> .	Operation suspended for one (3) months.
(27) The messenger service has repeatedly failed to ensure proper execution of documents or failed to ensure that all documents necessary to complete the paperwork was submitted to the Department for processing - <b>first offense</b> .	Written warning.
(28) The messenger service has repeatedly failed to ensure proper execution of documents or failed to ensure that all documents necessary to complete the paperwork was submitted to the Department for processing - <b>second offense</b> .	Operation suspended for three (3) months.
(29) The messenger service has submitted documents to the Department for processing which have been accompanied by uncollectible checks drawn on the account of the messenger - <b>first offense</b> .	Suspension until the uncollectible checks, protest fees, and collection charges are paid, plus a warning letter.
(30) The messenger service has submitted documents to the Department for processing which have been accompanied by uncollectible checks drawn on the account of the messenger - <b>second offense</b> .	Suspension until all uncollectible checks, protest fees, and collection charges are paid, plus three (3) months.
(31)The messenger service has failed to comply with an order from the Department to submit certified checks, postal or other money orders with a document to the Department for processing - <b>first offense</b> .	Operation suspended for one (1) month.
(32)The messenger service has failed to comply with an order from the Department to submit certified checks, postal or other money orders with a document to the Department for processing - <b>second offense</b> .	Operation suspended for three (3) months.
(33)The messenger service has failed to notify the Department of the names and social security numbers of all new employees of the messenger service within 30 days of hire - <b>first offense</b> .	Written warning.
(34)The messenger service has failed to notify the Department of the names and social security numbers of all new employees of the messenger service within 30 days of hire - <b>second offense</b> .	Operation suspended for three (3) months.
(35) The messenger has failed to return all documents which it has held for 90 days and it has been unable to deliver to the applicant - <b>first offense</b> .	Written warning.
(36) The messenger has failed to return all documents which it has held for 90 days and it has been unable to deliver to the applicant - <b>second offense</b> .	Operation suspended for one (1) month.
(37) The Contractor has violated the inquiry policy set forth by the Department in accessing the Department's Driver and Vehicle Systems - <b>first offense</b> .	Operation suspended for three (3) months.

28. Contractor agrees that if it is determined by the Department that Contractor or any of its employees has engaged in any of the activity described in the following listing, such activity shall be considered breach of this Agreement and operation of the messenger service under this Agreement may be terminated:
- (1) The agent service, one of its owners, officers or employees, has committed a fraudulent act including the fraudulent keeping of records, or the fraudulent completion of an application submitted to the Department, or has failed to submit to the Department completed applications and fees and taxes due the Commonwealth in connection with the issuance of the temporary cards or plates.
  - (2) The authorized messenger service has failed to report a change of business address within 10 days of the change - **second offense**.
  - (3) The messenger service has operated an unauthorized branch office - **second offense**.
  - (4) The messenger service has failed to submit documents to the Department within 5 days after the messenger's receipt of all necessary and fully executed documents - **third offense**.
  - (5) The messenger service has failed to maintain security of documents as required by § 255.5(c) - **third offense**.
  - (6) The messenger service has failed to submit documents in accordance with Department regulations and procedures at locations designated by the Department - **third offense**.
  - (7) The messenger service has repeatedly failed to ensure proper execution of documents or failed to ensure that all documents necessary to complete the paperwork was submitted to the Department for processing - **third offense**.
  - (8) The messenger service has submitted documents to the Department for processing which have been accompanied by uncollectible checks drawn on the account of the messenger - **third offense**.
  - (9) The messenger services has failed to comply with an order from the Department to submit certified checks, postal or other money orders with a document to the Department for processing - **third offense**.
  - (10) An owner, officer or employee of the messenger service has been convicted of a felony or misdemeanor relating to the titling, registration or collection of sales tax and fees for a vehicle or the agent has been convicted of another felony relating to motor vehicles within the last 10 years.
  - (11) The messenger service, or any of its owners, officers or employees has offered or delivered money, gifts or other items of substantial value to a Commonwealth employee.
  - (12) The messenger service has failed to maintain the established place of business in accordance with contract requirements - **second offense**.
  - (13) The messenger service has failed to post the Certificate of Authorization, schedule of motor vehicle fees as supplied by the Bureau, schedule of messenger fees, identifying sign conforming to Department regulations, or hours of operation in a conspicuous manner at places of business - **third offense**.

- (14) The messenger service offering personal counter services has failed on two or more occasions to be open during posted business hours - **third offense**.
  - (15) The messenger service has repeatedly failed to record messenger number and date of submission on applications and checks submitted to the Commonwealth - **third offense**.
  - (16) The messenger service has failed to pick up work processed by the Department within 48 hours after deposit in proper box - **third offense**
  - (17) The messenger has failed to furnish receipts as required by § 255.5(g) (relating to duties of messenger service) or failed to retain a duplicate copy of receipts for 3 years - **third offense**.
  - (18) The messenger or employee has failed to conspicuously display identification card at all times when in the Department on business related to the messenger service - **third offense**
  - (19) The messenger has failed to return all documents which it has held for 90 days and it has been unable to deliver to the applicant - **third offense**.
  - (20) The messenger service has failed to notify the Department of the names and social security numbers of all new employees of the messenger service within 30 days of hire - **third offense**.
  - (21) The Contractor has violated the inquiry policy set forth by the Department in accessing the Department's Driver and Vehicle Systems - **second offense**.
29. In determining whether to suspend service under this Agreement or terminate the Agreement pursuant to paragraphs 27 or 28, the Department will consider any mitigating circumstances or factors presented by the Contractor and may take such lesser action under the terms of paragraphs 27 or 28 as it may deem appropriate. Within 5 business days after the Department has suspended service or terminated this agreement pursuant to paragraphs 27 and 28, or terminated the Agreement under paragraph 30, Contractor may request a meeting with the Department to present mitigating circumstances or factors; such meeting shall be held within 30 days of the request.
30. The Department may also terminate this Agreement at any time for good cause shown, including, but not limited to, misrepresentation or fraud in the Contractor's application which formed the basis for this contract, or if the agent service is operated, managed, controlled or affiliated with a person who would be ineligible to be authorized to engage in providing agent services.

### **CONTRACTOR INTEGRITY**

31. The Contractor agrees to be bound by the Provisions Concerning the Americans With Disabilities Act, attached hereto as Exhibit "A."
32. The Contractor shall comply with the Commonwealth Contractor Integrity Provisions attached hereto as Exhibit "B."

## **INDEMNIFICATION**

33. The Contractor, its agents and employees, shall act in independent capacity and shall not act or be deemed to act as officers, employees or agents of the Department.
34. The Contractor agrees to comply with all applicable federal and state laws and regulations and local ordinances in carrying out its obligations under this Agreement.
35. The Contractor agrees to save harmless, indemnify and, if requested, defend the Commonwealth of Pennsylvania, the Department, their officers, employees or agents from and against all claims, suits or actions for damages, costs or expenses arising, or alleged to have arisen from death or injury to person or property, or other damage as a result of any act or omission of the Contractor.

## **CONFLICT OF LAWS**

36. Regardless of any provision to the contrary found elsewhere in the provisions of this Agreement, the laws of the Commonwealth of Pennsylvania shall be used in the interpretation of this Agreement.
37. In the event of conflict between the provisions of this Agreement and any attachment hereto, the provisions of the Agreement shall control.

## **AMENDMENT**

38. This Agreement and attachments hereto constitute the entire agreement between the parties.
39. This Agreement may be amended at any time by letter agreement executed by both parties.

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

ATTEST

CONTRACTOR

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

BY \_\_\_\_\_  
Title: DATE

*If a Corporation, only the Chairman, President, Vice-President, Chief Executive Officer or Chief Operating Officer must sign; 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 may sign; if a limited liability company, only a member or managing member may sign. If a Municipality, Authority or other entity, please attach a resolution.*

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary DATE  
Driver and Vehicle Services

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel DATE

## EXHIBIT "A"

### 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 "B"

### CONTRACTOR INTEGRITY PROVISIONS

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

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

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980 -18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980 18, 4 Pa.Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor



under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

- a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
  - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
    - (1) obtaining;
    - (2) attempting to obtain; or
    - (3) performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
  - c. Violation of federal or state antitrust statutes.
  - d. Violation of any federal or state law regulating campaign contributions.
  - e. Violation of any federal or state environmental law.
  - f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
  - g. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*

- h.** Violation of any federal or state law prohibiting discrimination in employment.
- i.** Debarment by any agency or department of the federal government or by any other state.
- j.** Any other crime involving moral turpitude or business honesty or integrity.

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

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

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

- 12.** Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. §13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- 14.** Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- 15.** Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these

provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
  - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - f. "Immediate family" means a spouse and any unemancipated child.
  - g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
  - h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

## **EXHIBIT "C"**

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

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## EXHIBIT "D"

### 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.



## DECENTRALIZED SERVICES

The Pennsylvania Department of Transportation implemented the Decentralized Services Program in order to provide more complete and convenient Motor Vehicle and Driver License Services to citizens of the Commonwealth. This program is to be used for those agents without on-line capabilities.

The Decentralized Services Program allows messengers who are also approved as issuing agents to provide distinct services to their customers. These services are: 1) issuing a registration plate to a vehicle already titled in Pennsylvania, but not registered; 2) reissuing a registration plate to a vehicle already titled and registered in Pennsylvania.

There are several benefits to the Decentralized Services Program. PennDOT and the messenger are able to immediately serve a customer, and processing of the permanent output can occur after the customer has been initially served.

Under the Decentralized Services Program, a customer is able to visit the office of an authorized agent and receive a "temporary output" document after properly completing all required forms and paying a fee. The agent then telephones a special number to receive PennDOT authorization to complete any decentralized transaction. The temporary output document is actually a copy of the application form. The agent is then responsible for submitting the application form to PennDOT, where the application is processed. The permanent output is then returned to the agent for the customer.

Participation in the Decentralized Services Program is optional for messenger services that are also registered as issuing agents. Messengers interested in participating in this program should contact Messenger Services for more information.

The Decentralized Services Program phone lines are open Monday thru Friday 9:00 a.m. - 4:00 p.m. The phone number is (717) 346-0605.

# MESSENGER SERVICE PROCESSING PROCEDURE

## MV-120/MV-140 TAG ISSUANCE (For vehicles already titled, but not registered in PA)

1. Receive from applicant two forms of identification bearing a signature.
2. Call the decentralized phone line, (717) 346-0605, between 9:00 a.m. and 4:00 p.m., Monday-Friday. Messengers with inquiry access may self-authorize.
  - a. Identify yourself by giving your messenger service name, messenger number and social agent number.
  - b. Identify application type: MV-120/MV-140.
  - c. Provide applicant information: name(s), address, title number, and VIN.
  - d. Request authorization number, if not given.
  - e. Verify validity of record, current and valid expiration, no stops on record.
3. If applicant's record is not in order, authorization to issue a product will be denied. **NOTE:** If applicant's record shows a tag, they may need a replacement on Form MV-44 rather than a tag issued through this procedure.
4. If applicant's record is in order, you will be issued an authorization number. Complete Forms MV-120/MV-140, listing tag number being issued on both forms where applicable and authorization number you were given through the decentralized telephone line.
5. Authorization number, date, time and initials must be listed in the upper right hand corner of the MV-120.
6. Acquire signature of applicant on both forms where applicable.
7. Acquire applicable payment.
8. The pink copy of application and tag should be given to applicant to serve as temporary authorization to operate their vehicle.
10. Retain yellow copy of Form MV-120 for your files, in chronological order, for no less than three years. **NOTE:** PennDOT recommends Form MV-120's issued through this procedure be distinguishable from Form MV-120's issued in conjunction with title applications. One way to easily distinguish between the two would be to attach a photocopy of the accompanying Form MV-140 to your file copy.
11. Assemble PennDOT documents in the following manner:
  - a. BUD Sheet.
  - b. Check (placed horizontally).
  - c. Form MV-140 (placed horizontally).
  - d. Form MV-120 (white copy).
  - e. Photocopy of applicants valid PA Drivers License or I.D.
12. Stamp messenger number and date of submission on all documents.
13. Transmit application to be processed via your authorized employee within five days from date of issuance in accordance with Departmental regulations.
14. Deposit in decentralized bin in Messenger Service Center bin deposit area.



**REQUIREMENTS FOR MESSENGER, DEALER, AGENT SERVICES, CARD AGENTS AND MISCELLANEOUS MOTOR VEHICLE BUSINESS APPLICANTS**

All applicants for card agent, agent services authorization, motor vehicle messenger service certification, dealer and miscellaneous motor vehicle business registration are required to complete Form SP 4-164, "Request for Criminal Record Check" and include the results received from the Pennsylvania State Police with their completed application as part of the documentation required for review. Forms may be obtained from your local Pennsylvania State Police Barracks or:

Director, Record and Identification Division  
Pennsylvania State Police  
1800 Elmerton Avenue  
Harrisburg, PA 17110

Under "Reason for Request," check the box that most applies to the type of authorization being applied for.

Forward the completed form and the required fee to the appropriate address listed on Form SP 4-164.

**PENNSYLVANIA STATE POLICE  
REQUEST FOR CRIMINAL RECORD CHECK  
1-888-QUERYPA (1-888-783-7972)**

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester. *A response may take four weeks or longer.*

**TRY OUR WEBSITE FOR A QUICKER RESPONSE**  
<https://epatch.state.pa.us>

REQUESTER NAME	
ADDRESS	
CITY/STATE/ ZIP CODE	
TELEPHONE NO. (AREA CODE)	

<b>FOR CENTRAL REPOSITORY USE ONLY CONTROL NUMBER</b>
AFTER COMPLETION MAIL TO: <b>PENNSYLVANIA STATE POLICE CENTRAL REPOSITORY – 164 1800 ELMERTON AVENUE HARRISBURG, PA 17110-9758</b>
<b>DO NOT SEND CASH OR PERSONAL CHECK</b>
<b>CHECK ONE BLOCK</b>
<input type="checkbox"/> INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO: "COMMONWEALTH OF PENNSYLVANIA" THE FEE IS NONREFUNDABLE
<input type="checkbox"/> NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO: "COMMONWEALTH OF PENNSYLVANIA" THE FEE IS NONREFUNDABLE
<input type="checkbox"/> FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

<b>SUBJECT OF RECORD CHECK</b>				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE
<p align="center">The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information <u>contained in the files of the Pennsylvania State Police Central Repository only.</u></p>				
<p align="center"><b>FEEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.</b> ***<b>MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA</b>***</p>				
<p align="center"><b>REASON FOR REQUEST</b></p> <p align="center">◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶</p>				
<input type="checkbox"/> <b>INTERNATIONAL ADOPTION</b> - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)				
<input type="checkbox"/> <b>ADOPTION (DOMESTIC)</b> <input type="checkbox"/> <b>EMPLOYMENT</b> <input type="checkbox"/> <b>VISA</b> <input type="checkbox"/> <b>OTHER</b>				

**WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.**

*Homeland Security is Everyone's Responsibility - Pennsylvania Terrorism Tip Line 1-888-292-1919*

**Annex A**  
**Title 67. TRANSPORTATION**  
**PART I. DEPARTMENT OF TRANSPORTATION**  
**SUBPART A. VEHICLE CODE PROVISION**  
**ARTICLE III. REGISTRATION**  
**CHAPTER 255. MESSENGER SERVICES**

**§ 255.1. Purpose.**

This chapter establishes rules governing the qualifications and duties of messenger services as provided in 75 Pa.C.S. § 7501 (relating to authorization of messenger service).

**§ 255.2. Definitions.**

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

*Bureau*—The Bureau of Motor Vehicles of the Department of Transportation. *Decentralized service agent*—A messenger service which is also authorized to issue on behalf of the Department to qualified applicants temporary learner's permits, vehicle registration renewals, driver's license renewals, and the like.

*Documents*—Certificates of title, motor vehicle registrations or renewals, learners' permits, drivers' licenses or renewals, vehicle sales and use tax returns, duplicates of certificates of title, motor vehicle registrations or drivers' licenses, inspection stickers, changes of address and applications and supporting documents, such as birth and death certificates, court orders, and the like.

*Messenger service*—A person who, for a fee, advertises, offers or provides to the public the service of delivering and obtaining documents to and from the Department. A dealer or employe who delivers and obtains documents only for purchasers of vehicles from the dealer is not a messenger service. This exclusion does not apply to a person who handles documents for more than one dealer.

*Person*—Includes a corporation, partnership and association, as well as a natural person.

*Place of business*—The place occupied either continuously or at regular periods by a messenger service where the books and records are kept and where a messenger service which offers personal counter service to customers transacts a large share of its business.

**§ 255.3. Certificate of Authorization.**

(a) *Application procedure.* A person wishing to be authorized to operate a messenger service shall make application to the Bureau on forms furnished by the Bureau. The application shall include all of the following:

- (1) Photographs, interior and exterior, of the proposed place of business of the applicant, including branch offices, if any.
- (2) A letter of reference from a bank.
- (3) Three letters of reference from reputable business concerns.
- (4) A set of fingerprints of the applicant, or principals of a partnership or corporation.

- (5) The prescribed annual fee for the principal place of business of the applicant and branch offices, if any. The fee will be returned if the application is denied.
  - (6) The prescribed bond, on the form of the Department or a surety's binding commitment to issue the bond upon approval of the application.
  - (7) A listing of outstanding liabilities due and owing to the Commonwealth, if any.
  - (8) The names and social security numbers of owners, officers and employes of the messenger service.
- (b) *Review of application.* The Department will examine and determine the genuineness, regularity and legality of every application for a certificate of authorization as a messenger service. The Department may cause an investigation of the applicant to be made with regard to any of the following:
- (1) Condition of the applicant's proposed business premises.
  - (2) Department and other Commonwealth records pertaining to the business or an owner, officer or agent.
  - (3) The personal history of an owner, officer or agent.
  - (4) An unsatisfied judgment against the business, owner or officer in the county where the business is doing business, or where the owner and officers reside.
  - (5) The driving record of an owner, officer or agent, who will be transporting documents.
  - (6) Credit rating of the business and its owners, and officers.
  - (7) Assets and liabilities of the business.
- (c) The Department may deny an application for a certificate of authorization upon determining that the applicant is not capable of performing the duties of a messenger service in a manner consistent with the public interest due to any of the following:
- (1) Information revealed in the investigation.
  - (2) The applicant's failure to disclose required material information.
  - (3) The applicant's making of a materially false statement on the application.
- (d) *Opportunity for review.* If the Department denies an application for a certificate of authorization, the Department will provide the applicant with an opportunity to show cause why the application should not be denied.
- (e) *Temporary certificate of authorization.* After reviewing an application, the Bureau may issue a temporary certificate of authorization. The temporary certificate of authorization will be issued for 60 days, during which period the Bureau may cause an investigation to be made of the operations of the messenger service. When the temporary certificate of authorization expires, the Bureau may either deny or issue a regular certificate of authorization.
- (f) *Issuance of certificate of authorization.* If the Bureau determines that the applicant is capable of performing the duties of a messenger service in a manner consistent with the public interest and the applicable fees are paid, a certificate of authorization will be issued to the applicant. The certificate of authorization will be issued on a fiscal year basis. In no case will a certificate of authorization be issued for more than 12 months. Certificates of authorization will expire on June 30 of each calendar year.

- (g) *Renewal of certificate of authorization.* A certificate of authorization shall be renewed annually on a form provided by the Bureau.
- (h) *Transfer of certificate of authorization.* A certificate of authorization may not be transferred and shall be valid only for the owners in whose names it is issued.
  - (1) In the case of a change of ownership, the messenger service shall notify the Bureau within 5 days.
  - (2) The following are regarded as changes of ownership:
    - (i) Whenever the owner takes a new partner.
    - (ii) Whenever the owner sells the business.
    - (iii) Incorporation of a business.
    - (iv) Sale of controlling interest in a corporation.

**§ 255.4. Bond.**

- (a) *General.* Messengers shall file and maintain with the Department bonds in the amount as set forth in the Messenger Services Agreement, executed by a surety company authorized by law to transact business within this Commonwealth.
  - (1) The bond shall be for the use of the Commonwealth and persons who have sustained a monetary loss attributable to the intentional or negligent conduct of the messenger service or its agents or employees, including, but not limited to, losses incurred in negotiating checks or other instruments drawn by the messenger service.
  - (2) If the amount of the bond is decreased, or if there is a final judgment outstanding on the bond, the messenger service's certificate of authorization shall be suspended until steps are taken, satisfactory to the Department, to do one of the following:
    - (i) Restore the original amount of the bond.
    - (ii) Satisfy the judgment.
- (b) *Substitute.* If the bond is terminated or becomes unsatisfactory for any reason, the authorization to operate a messenger service will be suspended or terminated until the messenger service furnishes the Commonwealth with a satisfactory substitute bond in the amount required by the Messenger Services Agreement.

**§ 255.5. Duties of messenger service.**

- (a) *Posting.* Messenger services shall post in a conspicuous manner at their place of business, including branch offices:
  - (1) Their certificates of authorization.
  - (2) The schedule of motor vehicle fees provided by the Bureau.
  - (3) The schedule of fees of the messenger service.
- (b) *Schedule.* Messenger services which offer personal counter services to customers shall maintain a place of business, open to the public during regularly scheduled hours. The schedule shall be posted so as to be visible from the exterior of the place of business.

- (c) *Security.* Messenger services shall maintain at each place of business facilities, such as locking cabinets or other similar equipment, for assuring the security of documents. The documents shall be secured in these facilities during nonbusiness hours.
- (d) *Submission of documents.* Messenger services shall submit documents for processing by the Department through the Messenger Service Center. The Department may provide facilities for handling priority work to the extent that the facilities can be made available without burdening its general public service facilities.
- (e) *Time limits.* Messenger services shall submit documents to the Department within 5 days after the messenger's receipt of all necessary and fully executed documents. Work processed by the Department shall be picked up by the messenger service within 48 hours after being placed in the box of the messenger service. At the time when a suspension notice is served on a messenger service, executed documents are to be provided to the authorized Commonwealth employes for processing by the Department. Work processed in this situation will be mailed by the Department to the customer of the messenger service.
- (f) *Number and date of submission.* Messenger services shall place their messenger number and date of submission on documents, including checks, submitted to the Department.
- (g) *Receipts.* Messenger services, when providing personal counter services to customers, shall complete an itemized receipt, in duplicate, which lists the fees payable to the Commonwealth, as well as the fees charged for the messenger's services. The original shall be given to the customer, and the duplicate shall be retained by the messenger service for a period of 2 years.
- (h) *Records.* Messenger services shall maintain a record of documents submitted to the Department for a period of 2 years, the records to include the date of submission to the Department, the name, vehicle identification or operator number of the applicant, and any other information pertinent to the particular document.
- (i) *Identification card.* The Bureau shall issue identification cards to messengers and employes who deliver documents to and obtain documents from the Department, which identification cards shall be displayed at all times these persons are in the Department on business related to the messenger service. If a duplicate card is required to replace one that was lost, stolen, destroyed or became illegible, a duplicate card will be issued upon the filing of an application and payment of a fee of \$2.
- (j) *Inspections.* Documents in the possession of the messenger service and records of transactions conducted by the messenger service shall be open to inspection by an authorized Commonwealth employe during normal working hours.
- (k) *Sign.* Authorized messenger services which offer personal counter services to customers shall display on the outside of each place of business an identifying sign of durable material which meets the following specifications:
  - (1) Shall contain the words "authorized messenger service" or "authorized motor vehicle messenger service."
  - (2) May not:
    - (i) Contain a Pennsylvania Department of Transportation emblem.
    - (ii) Contain the terms "Bureau of Motor Vehicles", "official" or another term which could be construed by the general public to imply the messenger service is an agency of the Commonwealth.

- (l) *New employes.* Messenger services shall notify the Bureau of the names and social security numbers of new employes of the messenger service within no more than 30 days of the Bureau's request for the information.
- (m) *Return of documents to the Department.* The messenger service is responsible for returning to the Department a registration card or plate, driver license, dealer title or similar document which the messenger service has held for 60 days and has been unable to deliver to the applicant.

**§ 255.5a. Decentralized service program.**

- (a) *Decentralized service agent.* A messenger service may participate in the decentralized service program by obtaining authorization from the Bureau to issue on behalf of the Department to qualified applicants temporary learner's permits, vehicle registration renewals, driver license renewals and other specified items. To obtain authorization as a decentralized service agent, a messenger service agent shall agree to handle decentralized service program forms in the manner outlined in subsection (b).
- (b) *Decentralized service forms.* A messenger service which participates in the decentralized service program is responsible for obtaining and handling decentralized service forms as follows:
  - (1) Department to provide. Decentralized service forms will be provided by the Bureau through its Messenger Service Center to decentralized service agents.
  - (2) Request for Departmental forms. A decentralized service agent shall request decentralized service forms in a manner specified by the Department. Authorization shall be given in writing by the owner of the messenger service for an employe to receive completed orders of the forms. The completed order shall be signed for by the owner of the messenger service or the authorized employe of the messenger service, who shall present proper identification as issued by the Department.
  - (3) Lost or stolen Departmental forms. In the event that decentralized service forms are lost or stolen, the decentralized service agent shall report the occurrence to the Department within 48 hours after the agent's discovery of the loss or theft of the forms.
  - (4) Mutilated Departmental forms. In the event that a decentralized service form is mutilated by the decentralized service agent, the agent shall apply for replacement of the document on forms provided by the Department. Copies of the form shall be returned to the Department in order for the agent to receive a replacement.
  - (5) Invalid Departmental forms. In the event that a decentralized service form is deemed invalid due to defect or an error on the part of the Department, the decentralized service agent shall apply for a replacement of the document on forms provided by the Department. Copies of the defective form shall be returned to the Department with the application for replacement.
  - (6) Issuance of forms. Decentralized service forms shall be issued in numerical sequence by control number. The agent shall obtain permission for the Bureau in the manner prescribed, to issue the forms, in those cases where prior permission is required by the Department.
  - (7) Submission of applications. Decentralized service agents shall submit the appropriate copy of a form used for decentralized services to the Messenger Service Center of the Bureau within 5 days of the date of issuance to an applicant.



- (8) Identification and other documentation. Decentralized service agents shall require that an applicant present proper identification and other documentation as required by the Department's operating procedures for decentralized services, before issuing a decentralized service form.
- (9) Maintenance of copies of forms. Decentralized service agents shall maintain copies of all decentralized service forms issued to customers and of all related documents submitted to the Department for at least 2 years from the date of issuance. These records are to be maintained in numerical sequence by form control number at the office where the form was issued.

**§ 255.6. Certified checks may be required.**

The Department may, in its discretion, require certified checks, postal or other money orders or cash from any messenger service after a default in the payment of checks or drafts of the messenger service.

**§ 255.7. (Reserved).**

**§ 255.8. Restoration.**

The Department will charge a fee of \$25 to restore a messenger service certificate of authorization following a suspension.