MESSENGER MANUAL

An Informational Guide for Authorized Messenger Services

pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dmv.pa.gov

PUB 612 (7-17)

TABLE OF CONTENTS

Page

Introduction. 3

Contact Phone Numbers. 4

Forms/Fact Sheets/Publications. 5

PA I.D. and Address Requirements for Titling and
Registering a Vehicle. 6

Fraudulent Identification. 7

Decentralized Services. 8

On-Line Messenger Program. 11

Messenger Inquiries. 12

Assembly of Forms Submitted to PennDOT. 21

Messenger Room Sort Bins. 31

Regulations (Title 67). 32

Sample Contract. 33

INTRODUCTION

This publication is designed to assist you, as a bonded messenger service, in submitting customer applications to PennDOT. Please take the time to read and review each section carefully. This manual reviews and explains messenger service policies and procedures and also details additional services messengers can provide for their customers.

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CONTACT TELEPHONE NUMBERS

As an authorized messenger service, you may use any of the telephone numbers listed below. These numbers are not to be given out to the general public, notaries, dealers or any other titling clerks, for any reason:

Messenger Room	Riverfront Office Center	(717) 787-5458
		(717) 787-8861
Monday/Friday Hours	5 a.m. - 7 p.m.	(717) 783-3875
Saturday Hours	5 a.m. - 12 p.m.	(717) 705-1158

Counter Hours

DL - 7:30 a.m. - 11:30 a.m.	12:30 p.m. - 4:00 p.m.
VR - 7:30 a.m. - 11:30 a.m.	12:30 p.m. - 4:00 p.m.

Decentralized Registration Issuance (Monday - Friday, 9 a.m. to 4 p.m.) - (717) 346-0605

The number below may be given to the public.

(Monday - Friday 8 a.m. - 5 p.m.)

If calling within PA. 1-800-932-4600
If calling from out-of-state. . . . . (717) 412-5300
If calling within PA on a TDD. 1-800-228-0676
If calling from out-of-state on a TDD. . . . . (717) 412-5380
Commercial Registration. . . . . (717) 346-0608

FORMS/FACT SHEETS

Most of our forms and fact sheets can now be obtained via PennDOT's Driver and Vehicle Services website. This site serves as a virtual service center that enables messengers to fill out and print forms and download fact sheets.

These online services are being offered as one more way for messengers to quickly and efficiently complete driver and vehicle services for their customers.

Messengers will be able to access most forms from this website by entering www.dmv.pa.gov. (To search for forms, click on “Forms and Publications.”) To view forms within a category, click on the appropriate link. If you know the name or form number of the form you need, then scroll down the page until you find it, or you can use your browser’s search function to locate the form's name or form number.

If you require a form that is not yet available on our website, you will need to complete Form MV-511B to obtain that form from our Forms Supply Room.

If you require a form that is available on the website, you are responsible for downloading the form.

PUBLICATIONS

To assist in completing forms and to gain a better understanding of our procedures and requirements, it is recommended that messenger services utilize PennDOT’s website, www.dmv.pa.gov to view the following reference materials:

The Fleet Registration Manual (Pub 479)
The Apportioned Registration Manual (Pub 181)

Pennsylvania Consolidated Statutes, Title 75, Vehicle Code, is also available on our website, however, should you desire a printed copy of the PA Vehicle Code, Title 75, you may order copies at the following address:

Legislative Reference Bureau
641 Main Capitol Building
Harrisburg, PA 17120-0033
(717) 783-1960

You will be billed at the current rate upon receipt of the order.

PENNSYLVANIA IDENTIFICATION AND PENNSYLVANIA ADDRESS REQUIREMENTS

Effective January 31, 2006, PennDOT introduced a change to the proof of identification an agent may accept for motor vehicle titling and registration documents. In addition, the address requirements were changed. Information concerning the Pennsylvania ID and Pennsylvania address requirements was provided in the Driver and Vehicle Services Update Bulletin, Edition 06-02.

The following credentials must be used for identification purposes when titling and registering a vehicle in Pennsylvania:

- ❖ A valid Pennsylvania Photo Driver's License
- ❖ A valid Pennsylvania Photo Identification Card
- ❖ A valid Pennsylvania Photo Exempt Driver's License
- ❖ A valid Pennsylvania Photo Exempt Identification Card
- ❖ A valid U.S. Armed Forces Common Access Card
  - * Dependents of Armed Forces Personnel must provide a valid U.S. Uniformed Services Identification and Privilege Card (DD Form 1173)

NOTE: The requirements for Pennsylvania ID do not apply to the sellers of the vehicle. However, this does not exempt the seller or sellers from providing valid government issued photo identification for identification purposes when completing motor vehicle documents as the seller of the vehicle.

The address requirements for titling and registering a vehicle in Pennsylvania are as follows:

> Pennsylvania requires that only the customer's bona fide Pennsylvania numbered street address may be listed on the application to title, register, renew a registration or change an address. In addition, effective Jan. 31, 2006, motor vehicle documents may not be issued to an out-of-state address.

There are a few exceptions to the Pennsylvania address requirement for titling and registering a vehicle in Pennsylvania. The following exceptions allow for motor vehicle documents to be processed reflecting an out-of-state address:

- ❖ U.S. Armed Forces personnel or their dependents.
- ❖ Employees of federal or state government or their immediate families whose workplace is located outside of Pennsylvania.
- ❖ An out-of-state leasing company as long as the lessee is a Pennsylvania resident.
- ❖ An out-of-state company with no office in Pennsylvania, however, the vehicles are regularly operated in carrying on business within the commonwealth as provided in Section 1303(a) of the Vehicle Code.
- ❖ Park Model Trailer permanently located in Pennsylvania

If the applicant is entitled to the out-of-state address exception, Form MV-8, "Self Certification for Proof of Residency," must be completed and submitted to the Department for processing along with the supporting documentation. **NOTE:** No agent, including an on-line agent, may process any motor vehicle applications containing an out-of-state address. Form MV-8 may be found on our website at www.dmv.pa.gov.

FRAUDULENT IDENTIFICATION

The criminal use of false identification is a multi-billion dollar national, state and local problem. An array of criminals using false credentials in welfare fraud, illegal immigration, drug trafficking, passing bad checks, phony credit cards and hundreds of other crimes is growing. These crimes have one thing in common: each of us pays the price in taxes, in the increased cost of goods and in the human suffering and tragedy caused by the success of false identification crimes.

False identification is a criminal's best friend. With it, criminals can appear and disappear by creating fictitious "paper people." Many government agencies and companies, who are defrauded by false identification schemes, are not aware they are being victimized. This is because false identification crimes are often not detected until long after the crime is committed. The growing use of false identification must be stopped.

In order to curtail these illegal activities, PennDOT has implemented the following:

- ❖ Misuse Investigations - conducted upon receipt of notarized letter from a customer regarding citations or duplicate counters on his/her driving record he/she knows nothing about.

Messenger Services Can Play a Large Part in Preventing Fraud

When administering an affidavit or acknowledgement, a notary is required to identify the customer. As a messenger, you may be directly involved when notarizing driver licensing forms and particularly the application for duplicate driver's license on Form DL-80.

Always ask for identification. You should be satisfied that the person in front of you is who he/she claims to be. Two forms of identification are required.

A List of Acceptable Forms of Identification for Driver License Applications is:

1. Birth Certificate with raised seal (U.S. issued by an authorized government agency, including U.S. territories or Puerto Rico. Non-U.S. Birth Certificates will not be accepted.)
2. Certificate of United States Citizenship (Immigration and Naturalization Form N-560)
3. Certificate of Naturalization (Form N-550 or N-570)
4. Alien Registration Receipt Card (Immigration and Naturalization Form I-151 or I-551)
5. Marriage Record
6. Military Identification Card
7. Pennsylvania Driver's License
8. Driver's License from Another State
9. Pennsylvania Identification Card

Applicant's under 18 years of age should be accompanied by a parent, guardian or spouse who has acceptable proof of identity.

Decentralized Agent Services

Decentralized Agent Services allows messengers who are also approved as issuing agents to provide other 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.

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

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

MV-120/MV-140 TAG ISSUANCE
For vehicle already titled, but not registered in PA

- Receive from applicant acceptable valid proof of identification.
- Call the decentralized phone line, (717) 346-0605, between 9 a.m. and 4 p.m., Monday - Friday. Messengers with inquiry access must self-authorize.
- Identify yourself by giving your messenger service name, messenger number and agent number.
- Identify application type, example: MV-120/MV-140.
- Provide applicant information: name(s), address, title number, VIN number.
- If applicant's record is not in order, authorization to issue a product will be denied.
- 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 the authorization number you were given through the decentralized telephone line.
- Authorization number, date, time and initials must be listed in the top right hand corner of the MV-120.
- Acquire signature of applicant on both forms.
- Collect applicable payment.
- The pink copy of the application should be given to the applicant to serve as temporary authorization to operate his/her vehicle.
- Retain yellow copy of MV-120 and MV-140 for your files, in chronological order, for no less than three years.
- Assemble Department documents in the following order:

  MV-120/MV-140
  a. BUD Sheet
  b. Check (placed horizontally)
  c. MV-140
  d. MV-120 (white copy)
  e. Photocopy of applicants valid PA Drivers License or I.D.

MV-120/MV-44 TAG ISSUANCE
(For vehicle already titled and registered in PA but plate was lost, stolen or mutilated)

- Receive from applicant acceptable valid proof of identification and a copy of the current registration card.

- Call the decentralized phone line, (717) 346-0605 between 9 a.m. and 4 p.m., Monday - Friday. Messengers with inquiry access must self-authorize.

- Identify yourself by giving your messenger service name, messenger number and agent number.

- Identify application type, example: MV-120/MV-44.

- Provide applicant information: name(s), address, title number, VIN number.

- If applicant's record is not in order, authorization to issue a product will be denied.

- If applicant's record is in order, you will be issued an authorization number. Complete forms MV-120/MV-44 listing tag number being issued on both forms where applicable and the authorization number that you were given through the decentralized phone line.

- Authorization number, date, time and initials must be listed in the top right hand corner of the MV-120.

- Acquire signature of applicant on both forms.

- Collect applicable payment.

- The pink copy of the application should be given to the applicant to serve as temporary authorization to operate his/her vehicle.

- Retain yellow copy of MV-120 for your files, in chronological order, for no less than three years.

- Assemble Bureau documents in the following order:

  MV-120/MV-44
  a. BUD Sheet
  b. Check
  c. MV-44
  d. MV-120
  e. Photocopy of applicants valid PA Drivers License or Photo I.D.

ONLINE MESSENGER PROGRAM

The Pennsylvania Department of Transportation is encouraging all contracted messengers to join our Online Messenger Program and become an online messenger.

Messengers with at least one year of service and no sanctions are eligible to apply for this program.

Becoming an online messenger would enable you to increase your business by providing enhanced over-the-counter customer services, such as:

- Transfer of Registration (**NOTE:** Not all on-line messengers can provide.)
- DL Renewals
- Photo ID Card Renewals
- VR Renewals
- DL/VR Change of Addresses
- Insurance Restorations
- DL/VR Duplicate Replacements
- Restoration Requirement Letters
- Heavy Truck Registration Renewals
- Issuance of Special Fund Plates
- Retired Status VR Renewals
- Duplicate Titles
- Basic Non-Commercial Driving Records
- Three-year Driving Records
- Ten-year Commercial Driving Records
- Request for Vehicle Information
- Posting of Restoration Fees
- Proof of Insurance for Driver's License Suspensions
- Full Driver Records

If you are interested in applying to become an online messenger or have any questions, please contact the Online Messenger Program manager at (717) 787-0489.

Online Messenger Service

To become an Online Messenger Service, you must have been in business as a messenger for a period of at least one year. If you have met this minimum requirement and wish to become an online messenger, please contact the Online Messenger Program manager at (717) 787-0489.

Once you have obtained access to the mainframe, you will be able to view transactions or status of transactions in both the CARATS and DL&C systems. The following pages contain reference guides to assist you in maneuvering through the mainframe systems and to help you identify the status of a customer's application or receipt of products.

MESSENGER INQUIRIES

The sole purpose of messenger inquiry access is to assist messengers in helping their customers. **Inquiries may only be made to complete or process an application or to check the status of an application submitted through your messenger service.** The link to any inquiry is a matching application processed or submitted through the messenger service.

Within the course of every day business, there may be an occurrence of an inquiry made, where there is not a matching application or transaction due to extenuating circumstances, such as a vehicle or driver suspension. In any of these cases, the customer must sign a form permitting the access of his/her information. For driver license and motor vehicle inquiries, Form MV-753, "Authorization for Release of Motor Vehicle/Driver Record Information," must be completed and signed. **NOTE:** Form MV-753 may be found on our website at www.dmv.pa.gov.

Every inquiry made by a messenger service must be justified by complying with the previous two paragraphs. This means every inquiry can be matched to one of the following four items:

1. An application processed by your messenger service
2. An application submitted to PennDOT by your messenger service
3. A completed Form MV-753, "Authorization for Release of Motor Vehicle/Driver Record Information"

UNDER NO CIRCUMSTANCES MAY ANY OTHER RECORDS BE ACCESSED.

DL - 15 CUSTOMER INQUIRY CONVERSATION

PURPOSE:

Inquiry allows the operator to view a customer's driving history record.

SCREEN DESCRIPTIONS:

```
2DL00502      MENU MAINTENANCE - SELECTION AND TEXT

        MENU IDENTIFIER   :  DECENTS        DECENTRALIZED SERVICES MENU

12     COUNTER DATA ENTRY
15     CUSTOMER INQUIRY
42     RESTORATIONS (COUNTER)
54     REQUESTOR SALES (COUNTER)
81     TRANSACTION HISTORY MAINTENANCE
70     CASH DRAWER RECONCILLIATION

SELECTION:  ....                              X   SIGNOFF
15-RETURN          16-SIGNOFF
```

ACTION:

KEY the number 15 in the Selection field

DEPRESS the Enter key. The Customer Inquiry Prompt screen, DL01503, will appear:

```
C7201500    2DL01503              CUSTOMER INQUIRY PROMPT          mm/dd/yy

CUSTOMER INFORMATION
        Record Number              :
        Customer Name              :
        Date of Birth        :
        Social Security Number     :
        City                 :

WORK IDENTIFICATION
        WID Number           :

24-RESEST    20-FEEREMIT                 15-RETURN
```

This screen, 2DL01503, provides several fields for data entry to select a customer record.

FIELDS:

Record Number - Identifies the record of the last customer; it is an eight-digit numeric field.

Customer Name - Identifies the name of the customer; it is a 35-character field which displays the LAST NAME first.

Date of Birth - Customer's date of birth, using the mm/dd/yy format

Social Security Number - The Social Security Number is a primary or secondary means of identifying a customer.

City - The customer's city of residence.

WID Number - Identifies the document being processed. It is an 18-character numeric field.

SCREEN DESCRIPTIONS:

```
C7201500    2DL01505                CUSTOMER INQUIRY SUBMENU          mm/dd/yy

Customer                :
Address Line 1                :                          DOB            :
Address Line 2                :                          SSN            :
City/State/Zip          :                        Height         :
Driv Privilege          :                        CDL Restrict   :
Med Restrict            :                        Organ Donor    :
Prod Class              :       RECORD TYPE      :       Sex/Eye Color:
Duplicates              :       Endorsements :           License Expires        :

1       General Customer Inquiry
2       Recipient Inquiry List
3       Transaction History Inquiry
4       Traffic Safety Inquiry
5       Failure to Respond Inquiry
6       Medical Inquiry
7       Print Restoration Requirements
8       OOS Conviction List

Selection:  1

15-RETURN
```

NOTE: Whenever inquiring, look at the following fields: driver privilege, record type, date of birth, product class and license expiration date. Most important, verify this is the correct customer by verifying their address.

KEY #1 in selection field. DEPRESS Enter. Customer Submenu 2 Inquiry Screen appears.

Customer : 26486336 PUBLIC,JOHN,G
Address Line 1 : 1101 S STREET Date of Birth : 05/20/83 1
Address Line 2 : SOMEWHERE SSN: 178902345
City/State/Zip : HARRISBURG PA 17101 Height : 5 10
Driv Privilege : CDL Restrict :
Med Restrict : Organ Donor: Y
Prod Class : C ! Record Type : RL Sex/Eye Color : M BR
Duplicates : 6 Endorsements: License Expires: 05/21/07 2
OOS Res Code: N INS Status: Number:
Exp Date:

1 General Customer Inquiry
2 Recipient Inquiry List
3 Transaction History Inquiry
4 Traffic Safety Inquiry
5 Failure To Respond Inquiry
6 Medical Inquiry
7 Print Restoration Requirements
8 OOS Conviction List
9 (O)LL/(P)L Eligibility Inquiry
Selection :

CARATS INQUIRY

```
IMV00002     MESSENGER TRANSACTION (MVMSGRS)      --        -

MESSENGER SERVICE TRANSACTIONS          INQUIRY CONVERSATIONS

07 MV07 - DUPLICATE TITLE               73 MV73 - FEE REMIT INQUIRY
09 MV09 - CHANGE OF ADDRESS             75 MV75 - TITLE INQUIRY
30 MV30 - REISSUE OF MATERIALS          76 MV76 - TAG INQUIRY
33 MV33 - VEHICLE INFO SALES
70 MV70 - OPEN/CLOSE A CASH DRAWER      77 MV77 - VIN INQUIRY
93 MV93 - RENEW REGISTRATION            79 MV79 - SUSPENSE INQUIRY
                                        87 MV87 - OWNER NAME INQUIRY
RESTORATION REQUIREMENTS
46 FR46 - FR/SUSPENSION INQUIRY

SELECTION: 75

15-RETURN   16-SIGNOFF
```

IMV00002 is the 'Main Menu' of options.

ACTION:

KEY the number associated with the transaction. Type into selection field (in this case, type '75')

DEPRESS the Enter key.

```
C7500600  2MV0XXXX          VEHICLE INQUIRY DETAIL BY TITLE          D1714012  5/02/14

OWNER                       Lessee: LLL        Ckdt: CA     Carrier:          ARP:          Flt:
CARATS Passenger Test       Title: 90000020 8  Tag:                           GVW:
Record                      Tl Seq: 12         Exp Dt:                        GCWT:
PENNDOT                     Tl Dt: 01/01/90    Rg Fee                         Unl Wt:
Address 2                   Tl Dup: 1          Axle Tx:                       Axles:
Harrisburg     PA 17777     Non PA Tl:         Prv Rn:                        GVWR:
                                                Reg Dups:                      GCWR:
                            MAKE: Chev         Tag Tp: 01                     AWR:
                            Model: CSA         P Tag: 123ABC
LESSEE                      Year: 94           Reg Pro:                  R    TAX UNPAID
                            Body: Sdn                                         Class:
                            VIN 1HBT3RU55XC044532
                            Dealer:
                            Junk:              Unclaimed:                     Equip No:
                            A/C:               Stolen Veh Dt:
                            Van:               Stolen Tag Dt:

Renew WID: 96000 0000 000000 000        Est WID: 96000 0000 000000 000
Stops:

21-IMINFO          22-DETAIL2          15-RETURN
16-NOTEPAD 18-LIENINFO 19-WIDHIST
```

DL Record Types

RCD-TYPE-CODE	RCD-TYPE-DECODE
A2	2YR LIC/LP/ID
A4	4YR LIC/LP/SB
BP	SCHBUS/PERMIT
B2	2YR LIC/LP
B4	4 YR LIC/LP
CS	CHGSOR INPROG
DC	DECEASED
FI	FICT OPERATOR
ID	PHOTO ID
II	INTERLOCK LIC
IL	INTERLOCK LP
IN	INTERNATIONAL
IO	II PA MVD OOS
IP	REG LP/ID
IR	PHOTO ID REES
JA	JR LIC/LP/ID
JB	JR LIC/LP
JL	JR LICENSE
JP	JR PERMIT
LB	LICENSE/SB
LI	JR LIC/ID
LL	OCC LIM LIC
LM	LIC/MECHANIC
LR	LIC RE-EST
L2	REG 2YR LIC
MI	MILITARY
ND	NON-DRIVER
NI	II ND OOS
OB	OUT OF ST SB
OI	REG LIC/ID
OL	REG LIC/OLL
OM	OUT/STATE MEC
OS	OUT OF STATE
PD	LP PD 2YR/ID
PI	JR LP/ID
PL	REG LIC/ PL
PP	JR LP PD
PR	LP RE-EST
P2	LP PD 2YRS
P4	LP PD 4YRS
RA	REG LIC/LP/ID
RL	REG LICENSE
RP	REG LP
SB	SCHOOL BUS
SI	2YR LIC/ID
SL	SR LICENSE
SR	SCH BUS RE-ES
XX	INTERLOCK OLL

CARATS INQUIRY

```
IMV00002        MESSENGER TRANSACTION (MVMSGRS)     --        -

MESSENGER SERVICE TRANSACTIONS        INQUIRY CONVERSATIONS

07 MV07 - DUPLICATE TITLE             73 MV73 - FEE REMIT INQUIRY
09 MV09 - CHANGE OF ADDRESS           75 MV75 - TITLE INQUIRY
30 MV30 - REISSUE OF MATERIALS        76 MV76 - TAG INQUIRY
33 MV33 - VEHICLE INFO SALES
70 MV70 - OPEN/CLOSE A CASH DRAWER    77 MV77 - VIN INQUIRY
93 MV93 - RENEW REGISTRATION          79 MV79 - SUSPENSE INQUIRY
                                      87 MV87 - OWNER NAME INQUIRY
RESTORATION REQUIREMENTS
46 FR46 - FR/SUSPENSION INQUIRY

SELECTION: 75

15-RETURN     16-SIGNOFF
```

IMV00002 is the 'Main Menu' of options.

ACTION:

KEY the number associated with the transaction. Type into selection field (in this case, type '75')

DEPRESS the Enter key.

C7500600 2MV0XXXX VEHICLE INQUIRY DETAIL BY TITLE D1714012 5/02/14

OWNER	Lessee: OOO Ckdt: CA	Carrier:	ARP:	Flt:
CARATS PASSENGER TEST	Title: 42685081 5	Tag: PD3017V	GVW:	
RECORD FOR MONTHLY	Tl Seq: 00	Exp Dt: 01/18	GCWT:	
RENEWAL STRIP	Tl Dt: 02/15/90	Rg Fee: 36.00	Unl Wt:	
1101 S FRONT ST	Tl Dup: 1	Axle Tx: .00	Axles:	
DO NOT ALTER/USE RECORD	Non Pa Tl:	Prv Rn: 09/20/16	GVWR:	
HARRISBURG	Local Use Fee: N	Reg Dups:	GCWR:	
	Make: STUDEBAKER	Tag Tp: K9 AWR:		
	Model:	P Tag: TEST635	REG YEARS: 01	
LESSEE	Year: 1994	Tag Color Code: N		
	Body: SDN	Reg Pro:		
	VIN: RENEWALSTRIPTEST	Class:	01	
	Assign DIN:			
	Junk:	Unclaimed:	Equip No:	
	A/C:	Stolen Veh Dt:		
	Van:	Stolen Tag Dt:		

Renew WID: 16293 3902 010064 001 Est. WID: 90017 0058 004971 007
Stops:

ASSEMBLY OF FORMS SUBMITTED TO PENNDOT BY MESSENGER SERVICES

MOTOR VEHICLE TRANSACTIONS

1. MV-1 - Temporary Plate Issued with an MCO or Out-of-State Title
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - upper left corner
   - MV-1
   - MCO or out-of-state title, etc. - face up
   - Supporting documents

2. MV-1 or MV-4ST - Title Only
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - upper left corner
   - MV-1 or MV-4ST
   - PA title - reverse side up, out-of-state title or MCO - face up
   - Supporting documents

3. MV-1 or MV-4ST - Plate to be issued by Bureau
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - upper left corner
   - MV-1 or MV-4ST
   - PA Title - reverse side up, out-of-state title or MCO - face up
   - Attach a photocopy of proof of insurance for applicable types of vehicles
   - Photocopy of proof of identification

4. MV-1 or MV-4ST - Transfer of Plate
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - upper left corner
   - MV-1 or MV-4ST
   - PA title - reverse side up, out-of-state title or MCO - face up
   - Supporting documents

   NOTE: Do not submit registration card with title application.

5. MV-1L - Application to Add, Change or Delete Lessee Information
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - if renewing
   - MV-1L
   - MV-140 - if renewing
   - Original Power of Attorney, if applicable

6. MV-4ST - Temporary Plate Issued with a PA Title
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - upper left corner
   - MV-4ST
   - PA Title - reverse side up
   - Supporting documents

7. MV-6 - Applying for a Certificate of Salvage
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check (if applicable) - upper left corner
   - MV-6
   - Title

8. MV-6SV Insurance Company Application for Certificate of Salvage for Stolen Vehicle
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - MV-6SV
   - PA Title or Out-of-State Title
   - Supporting documents

9. MV-11 - Application for an Antique or Classic Registration Plate with or without an MV-1 or MV-4ST
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check - upper left corner
   - Title - Face up
   - MV-1 or MV-4ST - if applicable
   - MV-11

   NOTE: Photocopy of proof of insurance always required when applying for an antique or classic registration plate.
   - Photocopy of proof of identification

10. MV-11V - Application to Display a Vintage Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right hand corner of the BUD and all documents
    - Check - upper left corner
    - MV-11V
    - Color Photograph of Vintage registration plate

    NOTE: Photocopy of proof of insurance is required when applying to display a vintage registration plate.

11. MV-16 - Cancellation of Title
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - (if applicable) - upper left corner
    - MV-16
    - PA Title – Face up

12. MV-38D - Application for Duplicate Certificate of Title by a Registered Dealer
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-38D
    - Copy of MV-27A or MV-27B (Dealer Notification)
    - Photocopy of front and back of the title.

13. MV-38L or MV-38O - Applying for a Duplicate Title and/or Never Received Duplicate Title
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check (if applicable) - upper left corner
    - MV-38O or MV-38L
    - Title - if applicable

14. MV-39 - Death Procedure
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check (if renewing) - upper left corner
    - MV-4ST or MV-1 - if applicable
    - MV-140 (if renewing)
    - MV-39
    - PA Title - reverse side up or out-of-state title - face up
    - Supporting documents if applicable, such as Death Certificate if Funeral Director or Attending Physician did not sign Form MV-39.

15. MV-41 - Applying for a Correction or a Change of Vehicle Information on a PA title
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check (if applicable) - upper left corner
    - MV-41
    - Title (if applicable)
    - Supporting documents (if applicable)

16. MV-41A - Application for Correction or Change of Name
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check (if applicable) - upper left corner
    - MV-41A
    - Title - if applicable
    - Supporting documents - if applicable

17. MV-44 - Applying for a Duplicate Registration Card
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-44

18. MV-44 - Application for a Duplicate Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-44
    - Photocopy of proof of identification
    - Notarization required

    NOTE: If renewing at the same time attach completed Form MV-140 or MV-105.

19. MV-44 - Application for a Never Received Registration Plate or Registration Card
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - MV-44 - must be notarized if never received
    - Supporting documents (if applicable)
    - Photocopy of proof of identification if applying for plate

20. MV-44 - Application for Weight Class Sticker
    - MV-44

    NOTE: List weight class number in section B
    BUD not required

21. MV-63 - Change of Address
    BUD not required
    - MV-63

    NOTE: If your office wishes to receive the driver's license update card or registration card, stamp your messenger number on the MV-63; otherwise the output will be mailed from PennDOT to the customer.
    If changing an address for a lessee, complete Form MV-1L.
    Commercial drivers must complete Form DL-80CD and pay a duplicate driver's license fee to obtain a CDL camera card reflecting an address change.

22. MV-77 - Request for Farm Vehicle Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-1 or MV-4ST - if applicable
    - Title - if applicable
    - MV-77
    - Supporting documents
    - Photocopy of proof of identification

23. MV-91 - Application for Replacement Plate After a Voluntary Surrender of Plate by Owner
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - MV-91
    - MV-120 if a registration plate was issued
    - Proof of Insurance if plate is to be issued by PennDOT

24. MV-105 - Renewal of Registration - Clean (No address changes)
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents. No staples and no paper clips.
    - MV-371 - if applicable
    - Check
    - Insurance Binder - if applicable
    - Schedule 1 Form 2290 - required for trucks over 55,000 lbs.
    - Do not send blanket checks for MV-105s and MV-140s submitted together. Separate checks are required for MV-105s and MV-140s.
    - PennDOT will accept up to five MV-105s or five MV-140s with one blanket check (but do not mix the MV-105s and MV-140s and submit with one blanket check).

25. MV-105 - Renewal of Registration - with Address Changes
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents. No staples and no paper clips.
    - MV-105
    - Insurance Binder - if applicable
    - Schedule 1 Form 2290 - required for trucks over 55,000 lbs.
    - PennDOT will accept up to five MV-105 C/A's with a blanket check.

26. MV-120 - Transfer of Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-140 - if renewing and transferring simultaneously
    - MV-120

    NOTE: Do not submit registration card.

27. MV-120/MV-44 - (Decentralized Procedure) to Replace a Lost, Stolen or Mutilated Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-44
    - MV-140 - if the lost, stolen, or mutilated plate is expired
    - Photocopy of proof of Identification
    - MV-120 - (write authorization number from the Messenger Service Center or if you are an on-line messenger, your initials and the date/time in upper right hand corner of Form MV-120

28. MV-120/140 - (Decentralized Procedure) to Issue a Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-140 – Required when PennDOT processes this transaction. Not required when issuing a plate to a vehicle owner that already owns the vehicle if processed at an On-Line Messenger Service Center.
    - MV-120 - (write authorization number from Messenger Service Center or if you are an on-line messenger, your initials and the date/time in upper right hand corner of Form MV-120.

29. MV-125 - Discrepancy Correction Routing Sheet
    - Staple - Stamp messenger number on all documents
    - Check (if applicable)
    - MV-125 - Complete form to correct Bureau errors (other than a name, address, VIN, year, or Purged Records and other miscellaneous Bureau errors) - Include a brief explanation of the correction or problem in the space provided on Form MV-125. Complete MV-125 for Tag corrections; Suspended (rejected) applications not received by the messenger, corrections of ownership, miscellaneous complicated corrections and odometer discrepancies. MV-125 must be legible and have a concise and accurate explanation of the problem/discrepancy.
    - PA title (if applicable)
    - Supporting documents
    - **BUD not required**

30. DL-135 - Request for Information a Vertically Mounted Display Bracket
    - DL-135 - Stamp messenger number on all documents
    - Staple check to upper left hand corner
    - BUD not required

31. MV-140 - Renewal of Registration
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - MV-140
    - Insurance Binder - if applicable
    - Schedule 1 Form 2290 - required for trucks over 55,000 lbs.

    NOTE: If requesting a plate to be issued by the Bureau on Form MV-140, submit a photocopy of proof of insurance. PennDOT will accept up to five MV-140s with one blanket check.

32. MV-141 - Surrender of a Registration Plate
    - Paper clip or rubber band
    - MV-141 - Stamp messenger number on all documents
    - Registration plate
    - Registration card (if available)
    - **BUD not required**

33. MV-145 - Application for Person with a Disability, Severely Disabled Veteran, Disabled Veteran or Hearing Impaired Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-145
    - Photocopy of proof of identification required

34. MV-145A - Application for Person with a Disability Parking Placard
    - MV-145A - Stamp messenger number on all documents
    - **BUD not required**

35. MV-145V - Application for Disabled Veteran, Severely Disabled Veteran Registration Plate or Severely Disabled Veteran Motorcycle Plate Decal
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check if applicable - upper left hand corner
    - MV-145V
    - Supporting documents

36. MV-150 - Applying for a Special U.S. Military Service Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-150
    - Supporting documents
    - Photocopy of proof of identification

37. MV-217 - Application for Certificate of Title after Default by Owner
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-217
    - Completed MV-1
    - PA Title - reverse side up
    - Supporting documents

38. MV-217A - Application by Financial Institution for Certificate of Title after Default by Owner
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-217A
    - PA Title - reverse side up
    - MV-120 - If issuing or transferring registration plate
    - Supporting documents

39. MV-421 – County of Residence Verification
    - MV-421
    - **BUD not required**

40. MV-426B/MV-1 - (Plate to be issued by Bureau) - Reconstructed Vehicle (if it can't be processed on-line), Specially Constructed, Collectible, Modified, Recovered Theft, Out-of-State Branded Title, Out-of-State Salvage Certificate, Reconstructed/Recovered Theft, Specially Constructed Street Rod and Street Rod
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-426B
    - MV-1 (if applicable)
    - PA Title - reverse side up, out-of-state title - face up, Salvage Certificate - face up, or MCO (for kit trailer) - face up
    - Supporting documents - For a Specially Constructed, Kit Trailer, or Reconstructed Vehicle Form MV-426B will be completed by an Enhanced Inspection Mechanic; 4 color photographs taped to an 8 1/2" x 11" paper that are signed and dated by an Enhanced Inspection Mechanic, etc. A temporary plate **MAY NOT BE ISSUED** except for an out-of-state titled vehicle that is branded "Rebuilt, Rebuilt Salvage, S, etc. when submitted with the MV-426B and the vehicle had an enhanced inspection per formed.
      *****PLEASE REMOVE ALL STAPLES AND THE INSTRUCTION PAGES FROM THE MV-426B*****

41. MV-700 - Application for Refund
    - One staple in upper left corner
    - MV-700 - Stamp messenger number on all documents
    - Copy of canceled check(s) or money order(s)
    - Registration card, registration plate, or camera card, if applicable
    - **BUD not required**

42. MV-904 - Application for Personalized, Amateur Radio Operator or Press Photographer Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-904

43. MV-911 - Application for Special Fund Registration Plate
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - upper left corner
    - MV-911

NON COMMERICAL DRIVER LICENSE TRANSACTIONS

44. DL-31 – Non-Commercial Driver's Permit Application to Add/Extend/Replace/Change/Correct
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check – If applicable
    - DL-31

45. DL-58A - Renewal of Driver's License
    - Check - Stamp messenger number on all documents
    - DL-58A
    - **NOTE:** The driver number or last name & DOB must be written on the check.
    - **BUD not required**

46. DL-58EF - Applying for a Photo License (to Replace Photo Exempt Driver's License) when returning to PA
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - DL-58EF - must be notarized

47. DL-59 - Applying for Change from a Junior Driver's License to a Regular Non-Commercial Driver's License
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - DL-59
    - **MUST BE A LICENSED DRIVER FOR 1 YEAR TO APPLY FOR A SENIOR LICENSE**

48. DL-54A - Application for Non-Driver Photo ID Card for Pennsylvania Drivers
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check (if applicable)
    - DL-54A - attach driver's license or camera card with tape to form
    - **NOTE:** The driver number or last name & DOB must be written on the check.

49. DL-80 – Non-Commercial Driver's License Application to for Change/Correction/Replacement
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check – If applicable
    - DL-80

50. DL-125EXP - Messenger Discrepancy Submittal Sheet
    - Staple
    - DL-125EXP - Include a brief explanation explaining the error on the D.L., L.P., or PA I.D. Card
    - Stamp messenger number on all documents
    - Attach the Camera Card, PA I.D. Card, or Learner's Permit if applicable.
    - Supporting documents - Example: DL-80, etc.
    - **BUD not required**

51. DL-143 – Non-Commercial Driver's License Application for Renewal
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check – If applicable
    - DL-143

52. DL-503 - Request for Information (driving record)
    - One staple in upper left corner
    - Check – Upper left hand corner
    - DL-503 - Stamp messenger number on all documents
    - **BUD not required**

COMMERCIAL DRIVER LICENSE TRANSACTIONS

53. DL-31CD - Commercial Learner's Permit Application
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - Top of form
    - DL-31CD
    - **NOTE:** The driver number or last name & DOB must be written on the check.

54. DL-80CD - Commercial Driver's License Application to Replace or Correct
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - (required unless it was a Bureau error or never received)
    - DL-80CD
    - **NOTE:** The driver number or last name & DOB must be written on the check.

55. DL-100CD - Application for Revision/Return of CDL Classification
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check (if applicable)
    - DL-100CD
    - **NOTE:** The driver number or last name & DOB must be written on the check.

56. DL-143CD - Commercial Driver's License Renewal Application
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Check - Top of form
    - DL-143CD
    - **NOTE:** The driver number or last name & DOB must be written on the check.

MISCELLANEOUS TRANSACTIONS

57. Application for Unclaimed Registration Products – (Form name) - For Bonded Messenger Use Only
    - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
    - Form - For Bonded Messenger Use Only – Application for Unclaimed Registration Card, Weight Class Decal, Certificate of Title or Certificate of Salvage
    - Stamp messenger number at bottom of this form

58. CARATS Re-entry Title/Registration Transactions
   - Original BUD (MV-127) - Messenger number will be stamped in lower right corner of the BUD and all documents
   - Check - if additional fees are due
   - CARATS Rejection letter
   - Remaining original documents assembled in the correct order as originally submitted.
   - **NO STAPLES and NO PAPER CLIPS**

59. RETURN CHECKS
   - One staple in upper left corner
   - Messenger Submittal/Rejection Sheet for Return Check Cases
   - Check
   - Supporting documents (if applicable)
   - **BUD not required**

60. SME-Implement of Husbandry
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - Check
   - MV-190
   - Title and supporting documents
   - Photographs attached with scotch tape to 8.5” x 11” paper

61. Transactions That Require (white) Traffic Safety Transmittal Sheets - DL-601MRT (half sheet of paper) for Driver License Transactions
   - Staple
   - BUD (MV-127) - Stamp messenger number on lower right corner of the BUD and all documents
   - DL-601MRT - White traffic safety transmittal sheet
     a. Medical reports;
     b. DL Suspension with receipts from traffic violations, etc;
     c. DL-100 Voluntary surrender of Driver's License or Learner's Permit or DL-100A Withdrawal of Parental Consent;
     d. Requests for Special Exam Letters, Hearings, etc;
     e. Requests for Restoration Requirement Letters;
     f. Requests for Letter of Clearance - DL-130;
     g. DL-16LC - Acknowledgment of Suspensions Forms;
     h. DL-81 - Application for Photo I.D. card for PA drivers;
     i. Request for Replacement School Bus Certificate;
     j. Submitting medical exams for school bus drivers; and
     k. Submitting a Driver's License for a deceased person - include the obituary notice or Death Certificate
   - **NOTE:** DL-601MRT is not required for a Certified Driving Record.

62. Transactions That Require VR Messenger Rejection/Transmittal Sheets For Insurance Suspensions

- 1 staple through all documents in upper left corner
- Messenger Rejection/Transmittal Sheets for Insurance Suspensions (size 8 1/2 x 11)
- Stamp messenger number on all documents
- Check(s) (If applicable) – **NOTE:** Do not include a restoration fee with a renewal fee.
- Separate checks are required for the restoration fee and renewal fee.
  a. F Stops with proof of insurance, restoration fee, if applicable etc. **(NOTE:** If an F & I stop is on record only one restoration fee is due)
  b. I Stops with proof of insurance, restoration fees, etc. **(NOTE**: If an F & I stop is on record only one restoration fee is due)
     MV-140 or MV-44 - if applicable
     Proof of Insurance
     MV-221 - if applicable
     Official notice for requirement of insurance
     Other supporting documents
  c. Return Plates submitted with Form MV-141 for a vehicle registration going under suspension where credit for serving the suspension must be started
- **NOTE:** In lieu of serving a registration suspension, customers have the option to make a payment of a civil penalty in lieu of serving a 3 month suspension. Additionally, customers are required to pay a restoration fee. The optional civil penalty may not be paid more than once in a 12-month period. Payment of the civil penalty, along with the restoration fee and proof of current insurance will allow customers to maintain registration of their vehicle without the requirement to serve a 3 month suspension. To use this option, visit PennDOT's website at www.dmv.pa.gov and click the link "Pay Civil Penalty" or mail a **certified** check or money order payable to the PA Department of Transportation in the amount of the civil penalty plus the required restoration fee along with current proof of insurance.
- **BUD not required**
- **NOTE:** For a current listing of fees, refer to Form MV-70S, "Bureau of Motor Vehicles Schedule of Fees."

Stamp your messenger number on all documents submitted to PennDOT with the exception of camera cards. Do not stamp your messenger number on the front side of a camera card (stamp on back of camera card if not already printed on the front). Please remove all check register receipts when submitting checks to PennDOT for processing. Please place the check(s) **horizontally** and at the top of the forms.

Please use 8.5" x 11" BUD (MV-127) on all driver license and motor vehicle transactions that require a BUD. Do not write anything on the BUD. Stamp your messenger number on the BUD in the lower right corner an nowhere else on the BUD.

Please do not submit photographs to PennDOT on BUDS. Tape them to a sheet of paper that does not contain a bar code.

Sort 1 transactions should be submitted in batches of no more than 75 MV-1s or MV-4STs.

MESSENGER SERVICES - SORT BINS - MESSENGERS VIEW

Comm Reg ARP	R.M.O.	Dealer Recon & Specially Const	MV-16 MV-16A		Repossession	Insurance Free Reissue No Stops	EV Plates	Special Tag Discrepancy	MV-63 Change of Address			DL-135 w/WID	
Comm Reg Fleet/SME	Stolen Vehicles	Re-entry Recon Special Constructed	MV-6 Salvage Auction	CARATS Blanket Checks	MV-38D (MV-38/27)	F Stop Insurance suspension	MG Plates	MV-140SV	CDL	DL-31	DL-58	DL-503 DL-130 Clearance Letter	Basic Printouts (MV) Tag,Title VIN
ARP Invoices with Payment		Specially Constructed	MV-105 Clean	CARATS Re-Entry/ Re-Entry Decentralized	Dealer Titles	White Ticket Vertical MC Plate (MV-165)	Antique Classic Vintage	Tax Unpaid		DL-11CD	DL-80	DL-135	Work Thrown Wrong
ARP Renewals	Unclaimed Documents	L VIN China Motorcycle	MV-904SO Special Organization	CARATS B MV-150 MV-910 MV-917	Secure Power of Attorney	Duplicate Dealer Title (NOT 38/27)	MV-140 Sheet	MV-140 N/R	DL-901	DL - 143	DL-54A DL-54B DL-50 DL-58EF DL-81 DL-180R	DL-100 Medical Voluntary Surrender	Placard Discrepancy
Return Check: A-Stop	Dealer Forms	MV-27A MV-27B Dealer Notification	MV-904 Vanity Tag		MV - 1 & 4		MV-145A	Tag Correction	Correction of Ownership	Operator Discrepancy	Restoration Requirement Letters		Gray Market Imported Vehicles
Refunds	Full Agent Contracts Messenger Contracts	Recon-structed		Repossession Dealer Titles			MV-77A MV-77 Farm Vehicle MV-145 Handicap Tag	Miscellaneous & Odometer Discrepancy	Suspended Application not received by Messenger	DL-15 OLL DL-20 Probationary License	Operator Suspension Restoration	Weight Decals	

Regulations Title 67

Along with messenger contracts, regulations also govern the operations of Messenger Services. Title 67 Regulations are now available via the Internet.

To view copies of Chapters, 43, 69 and 255 of Title 67 visit www.pacode.com.

From the home page click on Pennsylvania Code online
Select Browse from the side menu
Scroll to Title 67 (Transportation)
Highlight and click on Select
Select Chapter that you would like to view

Chapter 43 - Temporary Registration Cards & Plates
Chapter 69 - Temporary Weight Increase Permits
Chapter 255 - Messenger Services

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 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: _____ **Contract #:**
(Department will insert) **Federal ID #**:

MESSENGER SERVICES AGREEMENT

This Agreement, made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation (Department),

a n d

John Doe Messenger Services, LLC (Contractor).

SAMPLE

WHEREAS Act 152 of 2002 requires the Department to enter into contracts for the provision of agent services for the issuance and processing of vehicle registration documents and fees; and,

WHEREAS, Contractor desires to contract with the Department to provide such services to vehicle owners and operators in the Commonwealth; and

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

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

AUTHORITY TO PROVIDE AGENT SERVICES

1. The 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.

FACILITIES

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.

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 Industries, 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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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 messengers 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 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 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 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

SAMPLE

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 - **first offense.**	Suspension until the application related to the change has been approved.
(2) The messenger service has operated an unauthorized branch office - **first offense.**	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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	Written Warning

Prohibited Activity	Period of Suspension of Operation
(10) The messenger service has failed to pick up work processed by the Department within 48 hours after deposit in proper box - **second offense.**	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 - **first offense.**	Written Warning
(12) 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 - **second offense.**	Operation suspended for three (3) months.
(13) The messenger service has failed to maintain proper records as provided in § 255.5(h) - **first offense.**	Written Warning
(14) The messenger service has failed to maintain proper records as provided in § 255.5(h) - **second offense.**	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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	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 - **first offense.**	Written Warning
(19) The messenger service offering personal counter services has failed on two or more occasions to be open during posted business hours - **second offense.**	Operations suspended for three (3) months.

Prohibited Activity	Period of Suspension of Operation
(20) An owner or officer of the messenger service is a Commonwealth employee or the messenger service is employing a Commonwealth employee - **first offense.**	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 - **second offense.**	Operation suspended for six (6) months.
(22) The messenger service has failed to maintain security of documents as required by § 255.5(c) - **first offense.**	Written Warning
(23) The messenger service has failed to maintain security of documents as required by § 255.5(c) - **second offense.**	Operations suspended for three (3) months.
(24) The messenger service has failed to maintain the established place of business in accordance with contract requirements - **first offense.**	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 - **first offense.**	Written Warning
(26) The messenger service has failed to submit documents in accordance with Department regulations and procedures at locations designated by the Department - **second offense.**	Operation suspended for three (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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	Suspension until the uncollectible checks, protest fees, and collection charges are paid, plus a warning letter.

Prohibited Activity	Period of Suspension of Operation
(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 - **second offense.**	Suspension until all uncollectible checks, protest fees, and collection charges are paid, plus three (3) months.
(31) 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 - **first offense**.	Operation suspended for one (1) month.
(32) 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 - **second offense.**	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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	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 - **second offense.**	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 - **first offense.**	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.

SAMPLE

(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.**

SAMPLE

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."
33. The Contractor shall comply with the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached hereto as Exhibit "C."
34. The Contract agrees to abide by and shall comply with the Right to Know Law, attached hereto as Exhibit "D."

SAMPLE

INDEMNIFICATION

35. 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.
36. 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.
37. 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

38. 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.
39. In the event of conflict between the provisions of this Agreement and any attachment hereto, the provisions of the Agreement shall control.

AMENDMENT

40. This Agreement and attachments hereto constitute the entire agreement between the parties.
41. 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

BY_____
Title: DATE

CONTRACTOR

BY_____
Title: DATE

If a Corporation, only the Chairman, President, Vice President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if 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

SAMPLE

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_____
Deputy Secretary of Driver and Vehicle Services DATE

APPROVED AS TO LEGALITY
AND FORM

BY_____
for Chief Counsel Date

BY_____
Assistant Counsel Date

Pre approved Form:
OGC No. 18-K-2900
Approved OAG 10/03/03

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 §7.151et 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.