



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION  
www.dot.state.pa.us

February 2, 2010

Mr. James J. McGrath  
Executive Vice President/COO  
AAA East Central  
Motor Square Garden  
5900 Baum Blvd.  
Pittsburgh, PA 15206-3854

RE: Project No. 359R06-3  
"Co-location of Photo License Centers with On-Line Messenger Service Centers"

Dear Mr. McGrath:

Attached is an executed copy of Contract No. 359R06-3 for the subject project. This no cost contract provides for the Co-location of Photo License Centers with On-Line Messenger Service Centers.

This letter establishes June 28, 2010 as the effective date for the notice to proceed. The completion date for this project is March 10, 2015 with one additional 60-month renewal option.

If you have any questions, please call me at (717) 783-8868.

Sincerely,

A handwritten signature in cursive script that reads "Beverly Ward".

Beverly Ward  
Contract Administrator

Attachments

cc: Elizabeth Threnhauser, Project Manager  
Rick Zettlemoyer, Comptroller's Office  
Willis Hackenberg, Treasury  
Project File

## CONTRACT 359R06-3

**THIS CONTRACT** to co-locate Photo License Centers for "*Co-location of Photo License Centers with On-Line Messenger Service Centers*" ("Contract") is entered into this 27<sup>TH</sup> day of January, 2010, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PENNDOT"), and AAA East Central ("CONTRACTOR").

### WITNESSETH:

**WHEREAS**, PENNDOT issued a Request For Proposals to co-locate Photo License Centers for "*Co-location of Photo License Centers with On-Line Messenger Service Centers*", RFP No. 359R06 ("RFP"); and

**WHEREAS**, CONTRACTOR submitted a proposal in response to the RFP for the Clairton Boulevard site; and

**WHEREAS**, PENNDOT determined that CONTRACTOR's proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

**WHEREAS**, PENNDOT and CONTRACTOR have negotiated this Contract as their final and entire agreement in regard to co-locating Photo License Centers.

**NOW THEREFORE**, intending to be legally bound hereby, PENNDOT and CONTRACTOR agree as follows:

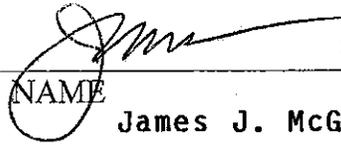
1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT to co-locate Photo License Centers, as more fully defined in the RFP, which is attached hereto and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed and that the contract will expire on March 10, 2015. PENNDOT'S Contracting Officer may renew this contract for a period of 60-months (five years) incrementally or in one step via letter. PENNDOT's Contracting Officer may extend this contract incrementally or in one step, for a period of up to three (3) months, by written notification provided to CONTRACTOR by PENNDOT's Contracting Officer. This right to extend the Contract in no way minimizes PENNDOT's right to the timely receipt of the project deliverables as specified in the RFP.
3. PENNDOT and CONTRACTOR agree to be bound by the Special Contract Terms and Conditions, which are attached hereto and made part of this Contract.

4. PENNDOT and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – STD-274, Rev. 12/17/07, which is attached hereto and made part of this Contract.
5. CONTRACTOR agrees to provide a strategy for “*Co-location of Photo License Centers with On-Line Messenger Service Centers*” as described in its Technical Submittal, which is attached hereto and made part of this Contract.
6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. The Special Contract Terms and Conditions.
  - b. The Standard Contract Terms and Conditions for Services – STD-274, Rev. 12/17/07.
  - c. The RFP and any addenda, including all referenced Appendices.
  - d. The CONTRACTOR’s Technical Submittal and any addenda, if applicable.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

CONTRACTOR:

BY  01/07/2010  
NAME DATE  
James J. McGrath  
BY Executive Vice President/COO  
TITLE

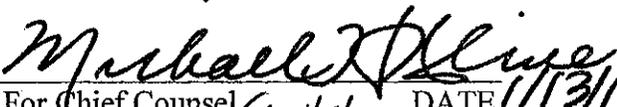
*If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign; if one of these officers is not available, please attach a resolution. If a sole proprietorship, only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

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

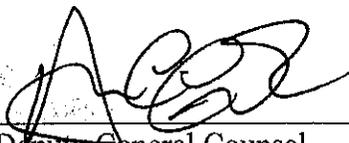
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

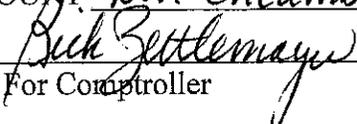
BY Brenda Wand 1/11/10  
TITLE DATE  
RFP Administrator

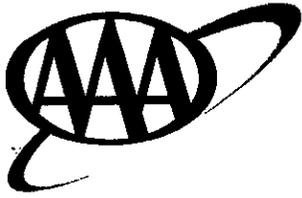
APPROVED AS TO LEGALITY  
AND FORM

BY   
For Chief Counsel 1/18/10 DATE 1/13/10

BY  1/29/10  
Deputy Attorney General DATE

BY  1.22.10  
Deputy General Counsel DATE

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT Non encumbered  
BY  1/14/10  
For Comptroller DATE



---

AAA East Central  
Motor Square Garden® • 5900 Baum Blvd.  
Pittsburgh, PA 15206-3854  
Fax 412/362-8943

November 16, 2009

Ms. Beverly Ward  
Contract Administrator  
PennDOT  
Bureau of Office Services  
Commonwealth Keystone Building  
400 North Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17120-0041

**RE: Request for Proposals  
Project No. 359R06  
Co-Location of Photo License Centers with On-Line Messenger Service  
Centers Located on Clairton Boulevard, Pittsburgh PA 15236**

Dear Ms. Ward:

AAA East Central respectfully submits for your approval our proposal to contract for the opportunity to co-locate PennDOT's Photo License Center, presently co-located in our Century III Branch Office at 9 Clairton Boulevard, Pittsburgh, PA 15206, to the same site.

AAA East Central has had continuous experience in providing on-line messenger services in Pennsylvania and provides those services to our members and the general public. Our Federal Identification Number is 25-1114373.

We appreciate this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. McGrath'.

James J. McGrath  
Executive Vice President/COO

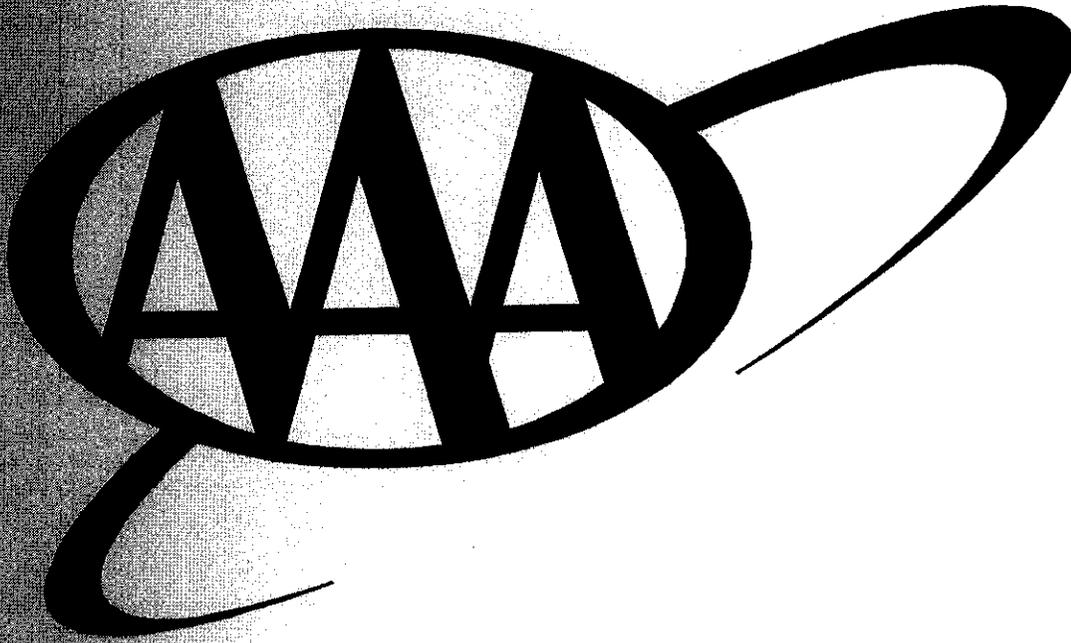
**APPENDIX H - PROPOSAL COVER SHEET  
COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF OFFICE SERVICES  
RFP# 359R06**

<b>Offeror Information:</b>	
Offeror Name	AAA East Central
Offeror Mailing Address	5900 Baum Boulevard Pittsburgh, PA 15206
Offeror Website	www.AAA.com
Offeror Contact Person	Barbara Kasprzyk
Contact Person's Phone Number	412-365-7016
Contact Person's Facsimile Number	412-362-6981
Contact Person's E-Mail Address	bkasprzyk@aaaec.com
Offeror Federal ID Number	25-1114373
SAP Vendor Number	N/A

<b>Submittals Enclosed:</b>	
X	Technical Submittal

	
Printed Name	James J. McGrath
Title	Executive Vice President COO

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL.**



## **AAA EAST CENTRAL**

**CO-LOCATION OF ON-LINE  
MESSENGER SERVICE CENTERS  
AND PHOTO LICENSE CENTERS  
APPLICATION - Project No. 359R06**

**CLAIRTON BOULEVARD SITE**

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**Pittsburgh 15236**

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## II-1. Statement of Problem:

### Co-Location of On-Line Messenger Service Centers and Photo License Centers Proposal to RFP Number 358R06

AAA East Central understands that PennDOT has decided to continue co-locating Photo License Centers (PLC) with qualified On-Line Messenger (OLM) Service Centers. The co-locations provide customers with convenience and fast, easy service and will reduce the cost that the Department would incur by operating separate locations.

AAA East Central (EIN 25-1115373) has been an On-Line Messenger since 1995. The Century III AAA location at 9 Clairton Boulevard, Pittsburgh, PA 15236 currently houses the Pittsburgh, PA 15236 (Clairton Boulevard) Photo License Center and AAA offers to continue to provide facility space, maintenance, utilities and security at the location shown in Appendix D with no need to relocate the PLC or interrupt service to customers.

We understand the requirement that the On-Line messenger must have a minimum of one year continuous service with no disciplinary action and a Quality Rating of 98% or better. AAA East Centrals last Quality Rating was from August 6, 2007 (100%) and has had 13 years of continuous service with no disciplinary action.

AAA understands that the operation of the Photo License Center is Penn Dot's responsibility and that, as the Offerer, we shall provide and be financially responsible for the facility space, facility maintenance, facility utilities, facility furnishings and facility security to house the PLC within our OLM Service Center.

AAA understands that pursuant to Appendix B Item 3, we may, at the Commonwealth's discretion, be responsible to continue to provide PLC services even if messenger or on-line messenger services have been terminated, either for cause or convenience. We also understand that if we enter into contract as a result of this RFP, it is a no cost contract containing Special Contract Terms and Conditions as shown in the RFP in Appendix B and Standard Contract Terms as shown in the RFP Appendix C

We are aware that the contract awarded as a result of this RFP replaces Contract 354R21-2 which expires June 27, 2010 held with AAA East Central providing service in Pittsburgh, PA 15236 (Clairton Boulevard).

We understand the Department has the right to request any additional information it may deem necessary to assure we have resources available to perform the requirements of this RFP and are willing to provide any additional information requested as pertains to our ability to fulfill the requirements of the RFP.

Contact: Barbara Kasprzyk  
Telephone: 412-365-7016  
Fax: 412-362-6981  
Email: bkasprzyk@aaaec.com

## II-2. Management Summary

AAA understands that it must comply with the terms of the proposed contract and all sections of the proposal. AAA East Central has complied with all requests of the Department in the original layout and design of the existing co-location and would continue current operations with no disruption of service.

In addition to the PLC services currently provided within the Pittsburgh 15236 location, the co-located PLC/OLM location in Pittsburgh 15236 provides the following services:

- Driver's License Renewal
- Photo Identification Card Renewal
- Vehicle Registration Renewal
- Driver's License Change of Address
- Insurance Restorations
- Photo ID Change of Address
- Vehicle Registration Transfer
- Vehicle Registration Change of Address
- Driver's License Duplicate/Replacement
- Restoration Requirements
- Heavy Truck Registration Renewal
- Issuance of Special Fund Plates
- Retired Status Vehicle Registration Renewal
- Duplicate Title
- Basic Non-Commercial Driving Record
- Three-Year Driving Record
- Ten-Year Commercial Driving Record
- Request of Vehicle Information
- Posting of Restoration Fee and Proof of Insurance for Driver's License Suspension

## II-3. Work Plan

### **Task A**

AAA will comply with the requirements of the Co-located On-Line Messenger Photo License Center (OLM/PLC) Program as set in Appendix E, "Co-location of Photo License Centers with On-Line Messenger Service Centers (PLC/OLM) Program Requirements"

#### 0.0 General Requirements:

##### Experience

AAA East Central has been an On-line Messenger since 1995 and has been providing this service on a continuing basis since that time.

AAA East Central has never been sanctioned by PennDOT for violations of their on-line messenger contract, messenger regulations or 75 P.A. C.S. within the last two years, or since becoming an On-Line Messenger. AAA East Central has no pending investigations of which we are aware.

AAA East Central's August 6, 2007 On-line Messenger Audit Report had a quality rating of 100%. Comments made by customers and PennDOT are always fully investigated or reviewed.

AAA East Central has had no financial responsibility errors since the inception of the program in 1995.

##### Contract:

AAA East Central is willing to enter into a contract with the Department for the On-line Messenger Service Center/Photo License Center Co-location Program.

##### Departmental Performance Requirements:

AAA East Central understands that Co-located On-Line Messengers remain bound by the provisions of 67 PA Code Chapter 255 (Messenger Service Regulations), our messenger contract, and the On-line Messenger Service Center/Photo License Center Co-location contract. Where revised or additional requirements are provided in writing by the Department, AAA East Central will provide a written response to the Department: 1) acknowledging receipt of revised or additional requirement; and 2) acknowledging acceptance of the revised or additional requirement. AAA East Central understands that failure to provide written acknowledgment of receipt and acceptance shall constitute grounds for terminating the co-location contract, at the discretion of the Department.

## 1.0 Facility Requirements:

The Photo License Center is currently located at 9 Clairton Boulevard, Pittsburgh PA 15236 and will remain at this location which fulfills the requirement that the proposed location is within three miles of the existing location

The existing branch layout is shown under Tab 10, Schedules 1 – 2. Photos of the Pittsburgh Clairton Boulevard site are included under Tab 10, Schedules 4-6

*Location:* AAA Clairton Boulevard 9 Clairton Boulevard  
Pittsburgh, PA 15236

The current Co-located On-line Messenger location in Pittsburgh, Clairton Boulevard provides the required space for the Photo License Center shown in Appendix E and the final layout and design met approval of the Department. The existing layout is shown under Tab 10, Schedules 1 – 2.

The proposed Pittsburgh Clairton Boulevard 15236 site can handle traffic in excess of 100 face-to-face OLM transactions. This location currently has 172 total face-to-face transactions on an average day. The traffic is effectively handled by the location and parking facilities.

Photos of the inside and outside appearance of the proposed Pittsburgh, Clairton Boulevard 15236 site for OLM/PLC are included under Tab 10, Schedules 4-6. The location currently complies with all applicable federal, state and local laws. The location is in full accordance with Title II of the Americans with Disabilities Act (ADA) requirements.

### *Parking:*

The proposed location currently has 76 dedicated parking spaces. The need for ten additional spaces can be easily met by the current lot.

The current parking lot of the proposed location has two (2) handicap accessible parking places that may not be used by employees.

While AAA East Central has parking that clearly exceeds the needs of the building, we will do what is deemed necessary by the Department in the future to meet parking requirements.

### *Interior:*

The designated area for the Photo License Center (PLC) is shown under Tab 10 - Schedule 2.

AAA's current facility meets all requirements for ADA bathroom facilities including providing a separate bathroom for customers and a bathroom for employees.

A break room is provided for employees with kitchen facilities (Refrigerator, Microwave, sink and storage)

The work areas for the AAA office, On-line Messenger, and PLC shall all be separated and employees of one area will not have access to the other areas unless allowed. The current Co-Location PLC has two work stations.

As shown under Tab 10 - Schedules 1-2, the PLC customer service area includes a counter located directly in front of the employee workstations, and a picture chair situated in front of the Department-provided backdrop needed for customer photos.

The location has a convenient customer waiting area for the PLC. The location has twenty chairs in the waiting area, two mirrors for customer use, a numbering system assigned at reception, and an information/publications rack. Photos of the current PLC are shown under Tab 10, Schedule 5-6

The proposed OLM and PLC areas are separated as required as shown on the office layout under Tab 10 - Schedules 1-2.

An adequate waiting area is provided as is shown on the office layout under Tab 10 - Schedule 1.

See Tab 10 - Schedules 4-6, for exterior and interior photos of the location. Customers are greeted at the Reception Area and those Photo License customers are given a number for the PLC to use in queuing.

Adjustments requested by the Department will be made, if possible.

*Storage Requirements:*

The current PLC has an existing storage closet with solid core door construction, deadbolt lock and interior construction, adequate to store all documents to be submitted to the Department and all product stock.

The existing PLC storage area is 50 square feet and is secured with a safe and security device for the PLC. These items will be secured and available only to PLC employees.

AAA had requested that the Department waive the 64 square foot floor requirements for the PLC storage area as the office does not have the required

space to make this type of storage area available. The slightly smaller area was approved by the Department for the initial contract.

The OLM has a separate storage facility with solid door construction, secured hinges, secured ceiling, deadbolt lock and adequate storage space.

#### 1.4 Utilities:

The proposed facility will keep temperatures between 68 and 75 degrees.

A telephone with a direct line has been provided for the OLM operations.

An answering machine will be provided for use after hours, with prerecorded information regarding hours of operation, etc.

The PLC photo workstation has a minimum of five three-prong duplex electrical outlets to meet program needs. These outlets operate on 110 volt, 60 hertz AC and meet National Electric Code Standards.

AAA understands they are responsible for providing all utilities including security alarms. AAA understands the Department has the right to order, install, and maintain telecommunication lines necessary for the operation of phones, faxes, and photo equipment within the PLC.

#### 1.5 Facility Maintenance:

AAA will provide the following services. AAA also understands the Department may require other repair/maintenance services to meet Department standards.

- Office cleaning at a minimum 3x weekly.
- Refuse disposal at a minimum 3x weekly.
- Electricity, lighting, heating, air conditioning, as needed.
- Repair damage to the facility due to vandalism, break-in, water, fire, wind or extreme deterioration.
- Snow and ice removal and grounds maintenance.
- Pest control, as needed.
- Entry floor mats cleaned at least every other week in fair weather and as conditions warrant in winter months.
- Recharging fire extinguishers as required by law.
- Alarm system maintenance as needed.

AAA prides itself on our facilities and maintenance will be conducted promptly. (AAA will comply with whatever the Department deems to be a reasonable amount of time.)

## 1.6 Furnishings:

The Clairton Boulevard (Pittsburgh 15236) OLM has two workstations equipped with PC terminals and printers.

The OLM/PLC is furnished with the following:

- Two picture chairs
- Twenty (20) matching waiting chairs
- Two Mirrors
- Entry floor mats
- Sufficient fire extinguishers that meet state and local codes
- A take-a-number system
- One information rack
- Appropriate signage indicating the hours of operation
- A safe as required by the Department – Guardall 1818-2 (Specifications under Tab 10 – Schedule 3)
- Two Department approved workstations
- A Department approved customer service counter (Specifications under Tab 10 – Schedule 4)

AAA understands that the photo equipment contractor is responsible for the relocation, repair, and replacement of the photo license computer and mechanical equipment used to produce photo license products. AAA will be responsible for maintaining all other Department required furnishings.

## 2.0 Hours of Operation:

AAA current hours of operations for the OLM are Monday through Thursday from 10 a.m. to 8 p.m., Friday from 10 a.m. to 6 p.m., and Saturday from 10 a.m. to 3 p.m. We reserve the right to modify these hours to meet our customers needs however will continue to comply with the standard OLM requirements (2.1)

AAA understands that the PLC will not be open on state holidays.

AAA understands the Department's policy regarding down time due to the computer network malfunction.

The PLC is currently operating Monday, Tuesday, Wednesday and Friday from 10 am – 4:15 PM; Thursdays 10am to 6pm and Saturday 10am – 3pm. AAA understands that the PLC may not be open the same hours as the OLM and the PLC determines its hours of operation to best fit its customers needs

### 3.0 Service Personnel and Staffing Requirements

We understand the Departments right to require the removal of all individuals who are employed in any capacity by the Co-located On-Line Messenger for this Contract.

We currently provide a designated site supervisor during all PLC operational hours, an experienced, competent staff and a contact manager for the co-location.

### 4.0 Distribution of Materials

Material displayed or disseminated will be approved by the Department.  
All advertising will be approved by the Department.

### 5.0 Signs and Postings

All signs will be approved by the Department. AAA realizes that the Department reserves the right to provide any or all signs or postings at its discretion.

All signs will comply with American Disabilities Act Accessibility Guidelines (ADAAG).

All signs or postings will comply with Messenger Service regulations (67 Pa.Code Chapter 255) the co-located On-line Messenger's contract and all applicable state and local laws. All Department and service fees will be posted.

AAA will maintain a clear unobstructed view of all signs and postings. AAA will adhere to any changes in signs or postings suggested by the Department.

AAA will comply with all interior signs and postings required by the Department.

AAA will not place any signs in the PLC without prior approval from the Department.

AAA will maintain all signs.

### 6.0 Equipment/Hardware/Telecommunications

There is currently on site email communication to the Co-located OLM

### 7.0 Security/Safety:

AAA's current office has installed infra-red motion sensors in the strategic areas of the main office, contact alarms on all outside doors, and the building is equipped with smoke detectors. The sensors are all connected to an outside

central alarm station for monitoring. The key-pad for arming and disarming the alarm system is limited to specific employees and cleaning vendors. Each person has an individualized security code. Open/close reports are available upon request.

The recommended safe for the PLC source documents (Guardall 1818-2) is installed based upon the specifications sheet provided by the Department. (Tab 10- Schedule 3)

AAA will verify receipt of all distributions of product stock at the time and place of delivery. We understand that theft or loss of photo license stock due to lack of security may result in the termination of the co-location contract.

AAA will notify the Department within 24 hours by fax, registered mail, email or receipted delivery upon our knowledge of a report or information of any kind which indicates that any employee or any person responsible for the operation, supervision or management of our on-line messenger service center operations may be party to the fraudulent use of equipment, materials or information

The report will contain:

- The names, addresses, social security number and dates of birth of all suspected personnel;
- Lists of all times at which the suspected personnel has been or will be scheduled to perform his/her job duties;
- The names, addresses, and telephone numbers of the direct supervisor of the suspected personnel;
- A description of the nature of the suspected fraudulent activity;
- A statement of the manner in which the on-line messenger service gained knowledge of the alleged fraudulent activity;
- The names, addresses, and telephone numbers of all informants and other persons having knowledge of the alleged fraudulent activity;
- Copies of all the reports, logs or other written information which could document, clarify or in any manner assist in the investigation.

AAA acknowledges that, upon receipt of this notice, and a request for an official investigation of the activity, the OLM service manager shall be the point of contact for the investigation

Upon occasion of an official investigation, AAA understands that our authorization to operate such on-line messenger office may be suspended until the completion of an official investigation. If it is deemed that such activity occurred, the Department upon their discretion, may terminate the on-line contract

In the event of any incident of break-in, theft, fire, or vandalism, AAA will immediately notify the Department by telephone or by fax and will additionally provide the Department, in writing, within 24 hours, a detailed account of the incident.

AAA has a security system with a cellular back-up system. Panic buttons have been installed in the Photo License Center in case of a robbery during regular office hours. These panic buttons are of the silent type and feed directly to the alarm company's central station and they will dispatch the local police to the office. Breakaway sensors are located in the photo license area on the CPUs and printers to assure security of these machines.

AAA has maintained and will continue to maintain an alarm system on a 24-hour a day, seven day a week cycle. Specific employees and cleaning vendors will have unique security access codes to the security system for arming and disarming the system. If for any reason the electronic alarm system malfunctions, AAA will provide a 24-hour security guard coverage until the alarm system is repaired. PennDOT will be immediately notified in the case of this malfunctioning electronic alarm system and notify with written confirmation within 5 calendar days of the malfunction and will provide the name of the security firm providing the emergency security guard coverage.

Modifications to the alarm system and security may be required by the Department and AAA will comply. AAA agrees that the Department reserves the right to require the Co-located On-Line Messenger implement additional security measures determined to be necessary. AAA will provide a written response to the Department acknowledging receipt and acceptance of requirements.

Upon request AAA will provide alarm activity reports. These reports shall meet the requirements outlined and all written reports regarding alarm calls, responder conversations, and notifications to police.

We currently have three responders on the call list for the Co-Located On-Line Messenger. PennDOT will be notified within seven business days for each alarm activation identifying cause, response, action taken and recommendations. We understand that false alarm costs are at AAA expense.

AAA will delete employee security codes within two hours of the termination of employee. The same procedure will be followed when terminating PLC employees. AAA will retrieve keys within 48 hours if the employee is a key holder.

AAA understands that all deliveries to the PLC shall be made directly to the PLC.

AAA will maintain or replace safes when necessary. Safe repairs will be made within 12 hours, if feasible. AAA will contact the On-line Messenger Program Manager immediately upon disablement.

We agree that, other than as provided in the Agreement, we shall not sell, assign or otherwise transfer any information or portions of information pursuant to the Agreement to any other party. We shall not use any record information so obtained pursuant to this Agreement for any purpose other than those authorized by this agreement.

We are aware that the Co-Located On-Line Messenger may be required to implement additional security measures determined to be necessary by the Department. We will provide a written response to the Department acknowledging receipt of the requirement and acceptance of the requirement. Failure to provide a written response may constitute grounds, at the determination of the Department, for contract termination.

#### 8.0 Bond

AAA shall maintain with the Department a Performance Bond in the amount of \$200,000. The bond shall be executed by a surety company authorized (by law) to transact business (with) in this Commonwealth.

AAA agrees that the bond shall be for the use and benefit of the Commonwealth and persons who have sustained a monetary loss within the limitation of this bond.(Attributable to the intentional or negligent conduct of the messenger service or its agents or employees, including, but not limited to, losses incurred in negotiation checks or other instruments drawn by the messenger service.)

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

AAA agrees with that clause; "If the bond is terminated or becomes unsatisfactory for any reason, the authorization to operate PLC/OLM facilities will be suspended until the messenger service furnishes the Commonwealth with a satisfactory substitute bond in the amount required by the Department within 15 days from the time the bond is terminated or becomes satisfactory for any reason."

**Task B**

AAA understands that it is responsible to provide and be financially responsible for facility space, facility maintenance, facility utilities, facility furnishings, and facility security for a Photo License Center

**Emergency Preparedness:**

Posted within the current location are emergency evacuation plans. AAA's extensive call center operations are accustomed to providing back up contingencies in emergency situations. We currently co-locate PLC operations in two locations within the county should these services need provided. Our staff is flexible to provide back up in nearby locations as needed. Within Allegheny County we have 8 On-Line Messenger locations, three currently co-located that would be available to provide back up service in an emergency situation.

**Background Checks:**

We currently have on file PSP Criminal Background checks for all employees of the Co-Located On-Line Messenger Service and fulfill the annual requirement to complete these at our expense. We understand that should it be discovered that any employee have a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a lethal weapon or breach of trust/fiduciary responsibility or which raises concerns about building or personal security or is otherwise job related that we shall not assign that employee to the facility.

## II-4. Prior Experience

AAA East Central has been an On-Line Messenger since 1995 and has been a messenger for more than 40 years. AAA also provides TRIVIN Titling Service available in all 31 of our branch offices. This provides a full compliment of title services as well as the services offered through the OLM. AAA East Central provides license services in two of our Ohio locations and messenger related services in most of our West Virginia locations.

AAA East Central has a long and successful reputation for working with the Department and Commonwealth of Pennsylvania on related motoring efforts. We've partnered with local and regional police departments to provide AAA's Community Traffic Safety Programs, conducted CarFit programs for drivers 55+ and AAA uses its lobbying efforts to promote the welfare of Pennsylvania motorists as we represent more than 800,000 motorists in Pennsylvania.

AAA has extensive experience in serving members and the general public. Our employees are trained to be service oriented and take pride in being able to assist others. We recognize our employees as our most valuable asset. AAA has long been part of local communities. Our continued partnership with the Department makes it possible for us to maintain a local and visible community presence.

AAA East Central currently has three co-locations in the Pittsburgh area and understands the importance of working with the PIBH, who staff the PLC, to ensure operations run smoothly with no interruptions. We have built co-operative relationships with staff and management of the PIBH.

## II-5. Personnel

AAA believes that its employees are its best asset and seek to employ personnel who are responsible, dedicated and capable. AAA employees will comply with the Governor's Code of Conduct.

AAA complies with section 3.2 of the OLM Program Requirements and obtains, annually, all required Pennsylvania State Police background checks for all staff working in the Pittsburgh 15236 Clairton Boulevard branch and will comply with the Department's recommendations for any irregularity on any individual background check. AAA will comply with the Department's right to remove any individual employee. Our employees file, annually, the Affidavit of Intended Use as required by our OLM contract.

AAA requires an annual Pennsylvania State Police background check for all subcontractors who have access to Commonwealth IT facilities, through on-site access or remote access. This includes cleaning service providers.

Our Executive Staff and Directors are located at our Corporate Offices at 5900 Baum Boulevard, Pittsburgh, PA. Our Branch Office Liaison and Customer Service Trainer are also based at this location. The Clairton Boulevard (Pittsburgh 15236) Branch is staffed by a manager, a Senior License Counselor, three License Counselor II's and three License Counselor I's. In total, the staff brings over 80 years of License experience to the Pittsburgh 15236 Branch. AAA's Organizational Chart is under Tab10 - Schedule 7.

Job descriptions for those directly involved in providing License Services are provided under Tab 10 – Schedules 8-10. In addition to the staff providing License Services, the Century III office has two receptionists and two cashiers not directly related to the OLM/PLC however annual Pennsylvania State Police background checks are completed on all staff in this location.

Job descriptions for OLM support personnel shown in the Organizational Chart are provided under Tab 10 – Schedules 11-12

All employees are provided a copy of their job description and the organizational chart.

AAA is an Equal Opportunity Employer (Tab 10–Schedule 15) and strives to hire qualified, customer oriented employees. Through extensive training in license services and customer service, they are accountable for providing basic information related to driver's licensing and vehicle registration procedures and policies to customers.

AAA employees must comply with AAA's written code of conduct and are informed of AAA East Centrals Corrective Action Procedures and Sexual Harassment Policy. These documents are included in our Employee Handbook provided to all employees upon

hiring and are included behind Tab 10: Schedule 15-16. Failure to fulfill the requirements of the job may result in corrective action up to and including termination. Such discipline may result in the removal from the on-line messenger service center.

Personnel records are held at the AAA Headquarters and are available to any employee for their own record. AAA will make these records available to the Department upon any reasonable legal request.

AAA has designated a manager and will continue to do so to meet the needs of the Department. On site is either the Branch Manager or Senior Counselor providing supervision of operations and on site instruction.

Supervisory staff is available to the Department during all operating hours.

AAA welcomes Department visits at any time to inspect our operation.

Identification will be worn by all On Line Messenger staff as required.

### **Corporate and Support Staff**

#### **President and CEO - Richard S. Hamilton**

Mr. Hamilton has worked for AAA in almost every facet of our operation for 38 years. He was educated at Carnegie-Mellon University. Mr. Hamilton is charged with the operation of AAA in Western Pennsylvania.

#### **Executive Vice President and COO - James J. McGrath**

A graduate of Columbia University with a degree in economics, Jim McGrath did his graduate work at the University of Bridgeport School of Law prior to joining AAA 1993. In his current position as Executive Vice President, Mr. McGrath oversees the Automotive Service Department, branch operations, the Financial and Safety Department, Information Systems and the Legal Department.

#### **Senior Vice President and CFO - Michael R. Pratt**

Mr. Pratt has worked for AAA for 30 years with responsibility during those years for Accounting, Human Resources, Information Technology and Building Operations. He graduated from Kent State University with a BBA in Accounting and is a CPA. Mr. Pratt worked for a public accounting firm for 8 years. At AAA East Central he is responsible for the Accounting Department.

#### **Vice President of Information Systems and CIO - Portia Ulinski**

Ms. Ulinski has worked for AAA since 1991. She has Bachelor and Master's degrees from the University of Pittsburgh in Information Systems. Ms. Ulinski is responsible for all automation and telecommunications programs at AAA.

**Accounting Manager - Jeff Naugle**

Mr. Naugle has worked for AAA since 1995. He obtained his undergraduate degree in Accounting from Penn State University. He is responsible for the day to day operation of the Accounting Department.

**Managing Director, Branch Operations – Barbara Kasprzyk**

Ms. Kasprzyk has worked for AAA since 2001. She is responsible for coordinating operations and administration for all Club branch offices, including auto travel, license, leisure travel, member services and insurance. She ensures branches are operating at levels which meet members' needs and established AAA standards. She directly supervises 20 management personnel and indirectly supervises approximately 500 branch employees, coordinating 70 branch locations serving 1.7 million member visits annually. She is currently serving on the OLM Advisory Committee.

**Customer Service Trainer - Sherry Roberts**

Sherry graduated summa cum laude from California University of Pennsylvania with a Bachelor of Arts degree in Psychology with specialization in Industrial/Organizational Psychology and a Bachelor of Science degree in Business Administration with specialization in Human Resource Management. She worked as a Trainer on the management staff at Nemaquin Woodlands Resort & Spa and joined AAA East Central in 2005. To date, she has established and conducted both Basic and Advanced Agent Service Training programs for the company, implemented Made To Order license training sessions built to address differing needs of the various regions, created a database to house the necessary title/license information, instituted branch visits with goals of observing and coaching, and started distribution of weekly license updates to refresh the knowledge of the agents who process the transactions.

**Branch Office Liaison - Marianne Romano** - Ms. Romano has worked for AAA since 1985 and has been involved in license work the entire time she has been employed. She is a graduate of Duff's Business School in Pittsburgh. Ms. Romano has been involved in the decentralized license project in East Liberty since its inception. Ms. Romano is also a notary public.

**The support staff of the Century III (Clairton Boulevard) branch consists of:**

**Dave Schuster, Branch Manager- Century III** - Manages all license staff. Ensures that office facility complies with Messenger requirements. Also ensures that BMV rules & regulations are followed that changes are communicated to staff and implemented in a timely manner. Not a notary. He has been employed by AAA for 20 years.

**Donald Sims, Senior Auto Travel Counselor** - Front line supervisor. Ensures that BMV rules & regulation are followed and that changes are communicated to staff and implemented in a timely manner. Ensures that all messenger work is submitted in a timely manner. Oversees the training of new counselors. Provides all types of license service. Notary Public. He has 6 years experience with AAA as a License Manager.

**Lorraine Rubenstein, Auto Travel PA License Counselor II** - Compiles messenger work for submission. Provides direction to new counselors. Provide all types of license service. Notary Public. She has been employed as a License Counselor with AAA for 20 years

**Barbara Urban, Auto Travel PA License Counselor II** - Compiles messenger work for submission. Provides direction to new counselors. Provide all types of license service. Notary Public. She has been employed with AAA for 15 years

**Jewell Wilfrom, Auto Travel PA License Counselor II** - Compiles messenger work for submission. Provides direction to new counselors. Provide all types of license service. Notary Public. She has been employed with AAA for 33 years

**Mary Arnold , Auto Travel PA License Counselor I** - Provides all types of license service. Notary Public. She has been employed with AAA for 2 years

**Sherry Henderson, Auto Travel PA License Counselor I** - Provides all types of license service. Notary Public. She has been employed with AAA for 7 years

**Deborah Ianuzzi, Auto Travel PA License Counselor I** - Provides all types of license service. Notary Public. She has been employed with AAA for 4 years

## II-6. Training

AAA will comply with providing key individuals with training in Harrisburg, if required, for up to two weeks. We will use a train the trainer approach for any additional program or system updates at the Departments request.

AAA provides required training to all employees engaged in Messenger and Agent Services (Basic and Advanced). AAA East Central has on staff a certified Agent Service Trainer and provides in house training as required for new and experienced license employees.

AAA provides initial training on current licensing policies and procedures and security and safety awareness and adheres to the Department requirement that OLM employees with a sign-in to the Department's system pass the certification administered by the Department. If they fail to pass the certification test, we understand that the Department may revoke their access and we may be required to provide additional training in current licensing policies and procedures if mandated by the Department

AAA provides customer service training to all employees in a branch office. AAA prides itself on the service levels our employees have provided for many years. It is a AAA tradition. AAA has a dedicated training staff that provides on going training opportunities to our employees.

AAA will offer department approved Basic License Training twice per year and Advanced License Training at least quarterly for our OLM and Messenger staff

An outline of AAA customer service training and additional AAA training programs are provided under Tab 10 - Schedule 13.

AAA License Training Plan is provided under Tab 7 – Schedule 14

## II-7. Financial Capability

AAA East Central is the sixth largest AAA Club in North America originating in Pittsburgh in 1903 and now serving over 2.5 million members in a five state territory with 80 local branch offices. We provide license related services in three states along with travel and insurance services to members and the general public along with emergency road service to our members.

Included with this proposal, Tab 10 Schedule 18, is a Year to Date (through September 2009) Consolidated Balance Sheet. A complete independent audit report for 2008 by Love, Scherle & Bauer, P.C. is available at the Departments request.

## II-8. Objections and Additions to Standard Contract Term and Conditions

AAA has no objections or additions to the Standard Contract Terms and Conditions and will comply with the **Special Contract Terms and Conditions** as follows:

### *1. Virus, Malicious, Mischievous or Destructive Programming*

AAA East Central's data network is protected from malicious and destructive programming by the use of our ASA 6500 core switch that resides behind our network based fire wall (NBFW) provided by AT&T.

Symantec antivirus software is licensed for all CPU desktops and servers that reside in the AAA East Central MPLS data network.

All incoming and outgoing Email is protected via an IronPort appliance that sits in front of the MS Exchange 2003 server.

AAA will use the network set up attached Tab 10 - Schedule 17.

### *2. Insurance Requirements*

AAA shall provide and maintain at its expense the following types of insurance issued by a company acceptable to PennDOT and authorized to conduct such business under the laws of PennDOT:

Worker's compensation insurance as specified in RFP 359R06 Appendix B

Public liability and property damage insurance as specified in RFP 359R06 Appendix B

A copy of the current certificate is provided behind Tab 10 – Schedule 19

### *3. Continued Operation after Termination or Default*

AAA understands that pursuant to Appendix B Item 3, that in some cases, it might be in the best interests of the Commonwealth that the photo license center continues to operate even if the messenger or on-line messenger services are no longer being offered at the location. The Commonwealth shall therefore have the discretion to require the contractor to provide photo license services pursuant to this contract even if messengers or on-line messenger services have been terminated, either for cause or convenience, pursuant to the termination provision of this contract. In the event of AAAs default, the Commonwealth retains the

right to procure a substitute location at our expense for the co-located services, or for the photo license center only, at the Commonwealth's discretion.

## II-9. Cost

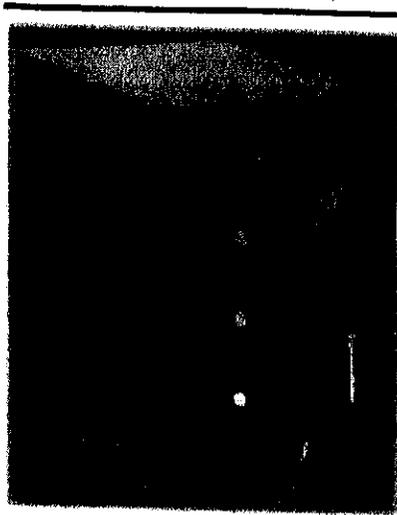
AAA East Central understands that this proposal to RFP 359R06 is a non- cost contract to PennDOT. Since this proposal is on an existing facility there is no start up or construction expense involved.

RFP 359R06  
Co-location of PLC with On-Line Messenger Service Center  
Clairton Boulevard, Pittsburgh 15236 Site

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**Gardall 1818-2 Two Hour Fire Safe**

Inside - H 18 x W 12 x D 18

Outside - H 25 x W 17.14 x D 25.3/4

392LBS

U.L. Two hour fire label, including Drop and Explosion testing.

Thick 4 1/4" door with recessed anti-pry design. Safe walls are 2 1/2" thick

Five active bolts that lock in 3 directions, massive 1" diameter round bolts that extend deep into the safe's body

Center bolt down hole with hardware included for easy installation

Bolt detent, allowing all bolts to remain retracted until closed, preventing bolt scars on the body as well as damage to the boltwork (models 1812-3018)

Plush carpeted quality interior to protect jewelry and valuables

UL listed Group II high security mechanical lock.

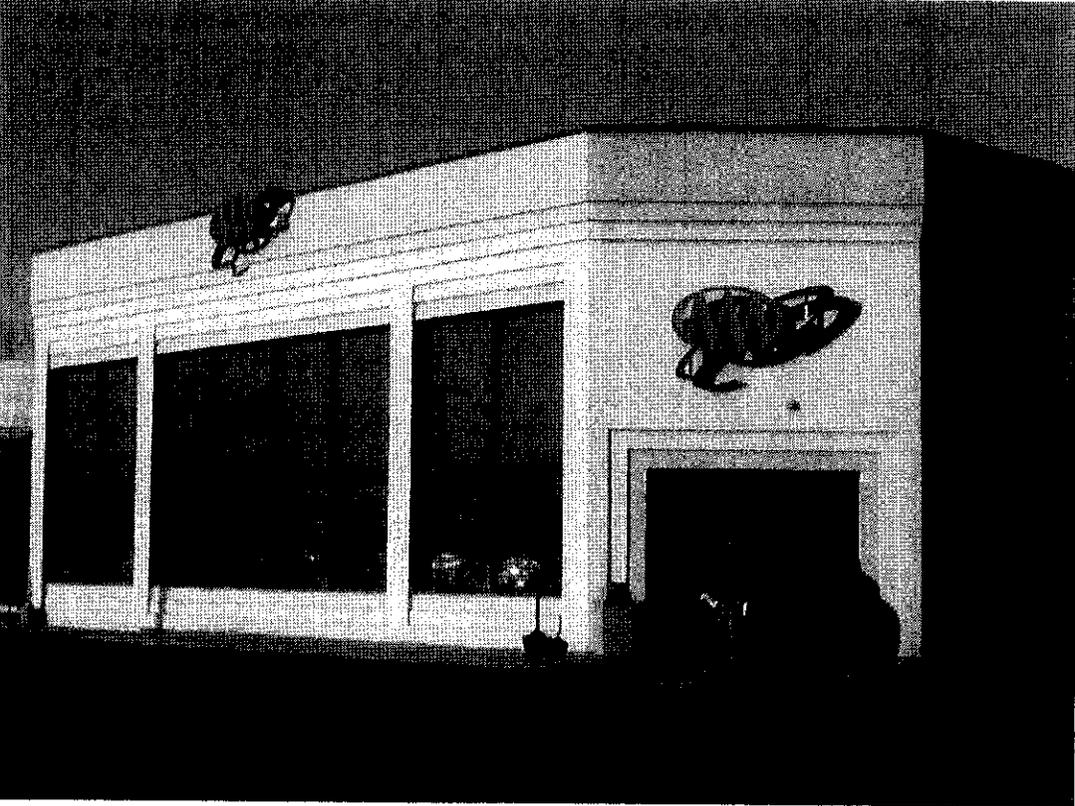
2-hour fire label, furnace-tested to 1,850 degrees, safe's interior temperature was less than 350 degrees

Solid chrome-plated handle with shear point to prevent the safe from being forced open by handle attack

Independent re-locker and hardplate to prevent drilling attack on locking mechanism

Lifetime factory replacement guarantee in event of a fire

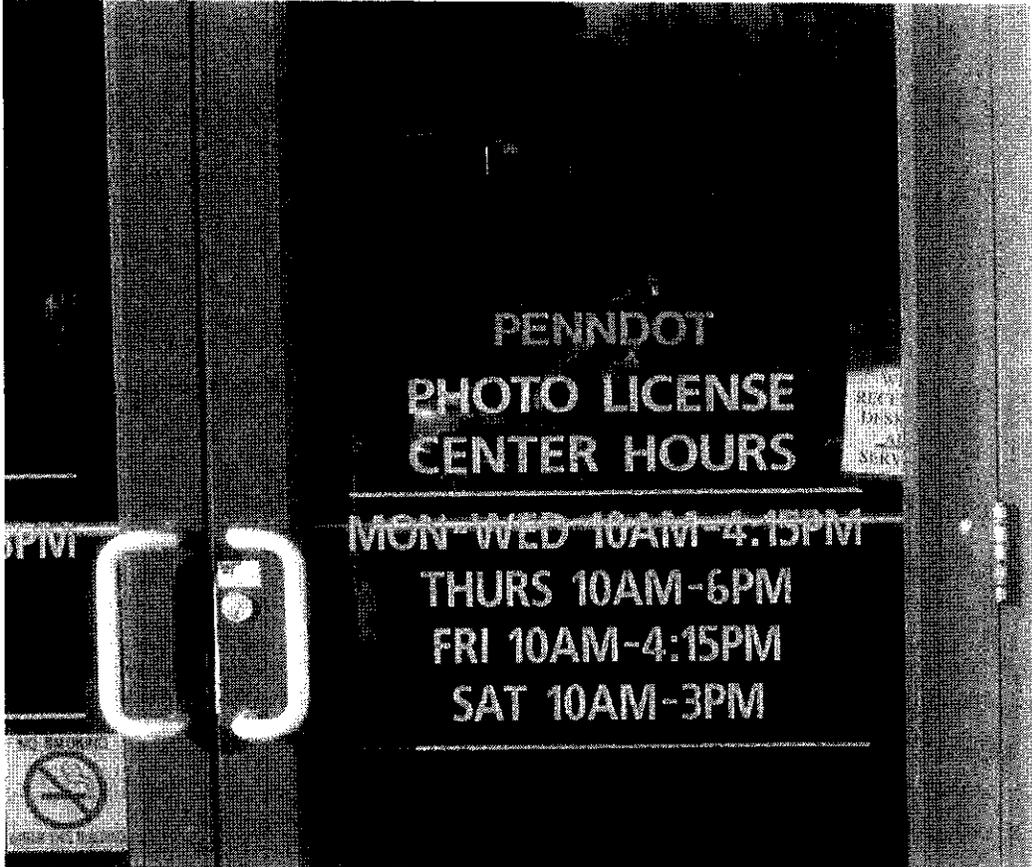
Clairton Boulevard Co-located PLC



Exterior Signage



Exterior Signage



Interior



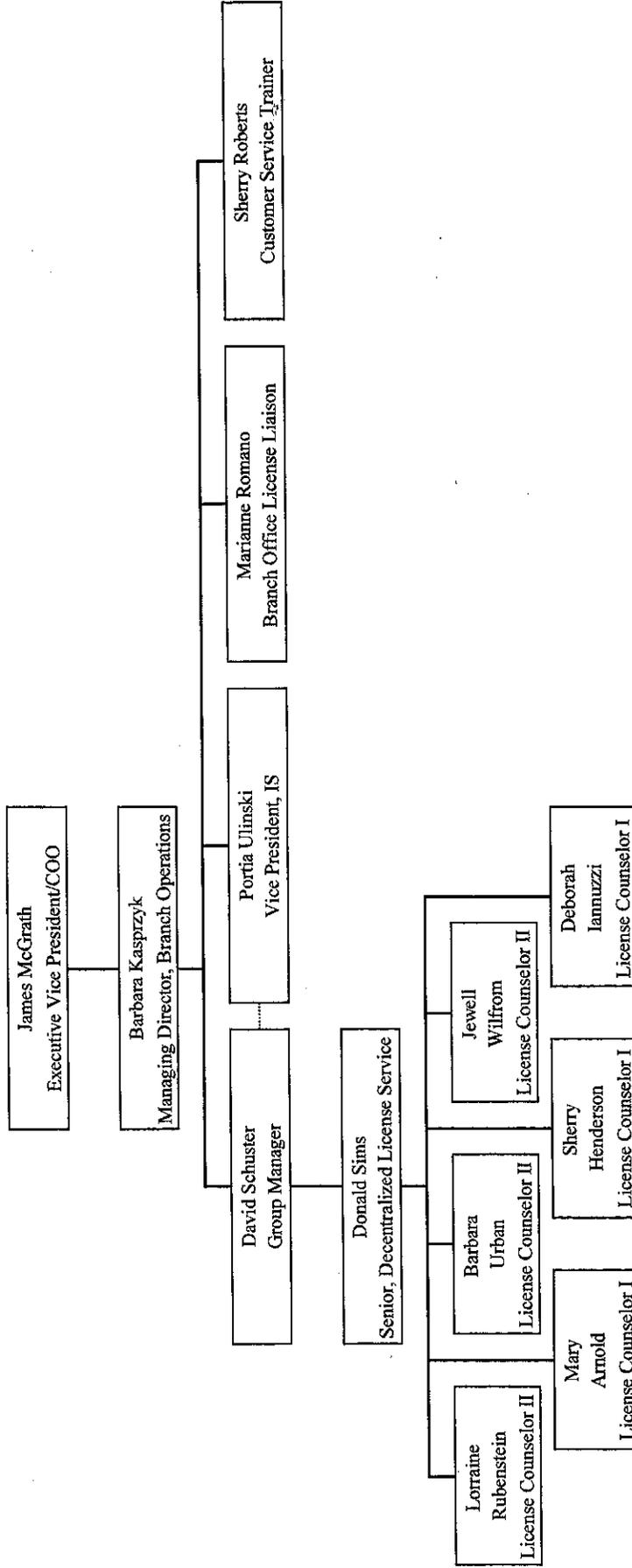
Interior – Clairton Boulevard Co-Location



Interior Work Space



AAA East Central  
Clairton Boulevard, Pittsburgh 15236  
Decentralized License Services



**AAA EAST CENTRAL  
POSITION DESCRIPTION**

**TITLE:** Auto Travel Counselor PA License I  
**DEPARTMENT:** Auto Travel/Branches  
**CLASSIFICATION:** Non-Exempt, Salary Grade 10  
**REPORTS TO:** Office Manager or Supervisor  
**DATE:** April, 2006

**POSITION SUMMARY**

Handles various types of inquiries and transactions related to domestic auto travel, driver/motor vehicle license services, and Pennsylvania Department of Transportation (PennDOT) license services to Club members and the general public. Performs administrative, data entry, customer relations and sales roles; assists in the resolution of member complaints.

**RESPONSIBILITIES**

1. Processes all drivers license and motor vehicle transactions according to Pennsylvania Department of Transportation (PennDOT) regulations, processes and procedures in applicable computer system: Decentralized License (DLI) and/or Title Registration Inquiry VIN (TRIVIN), or utilizes the Messenger Service system. Verifies accuracy of driver and motor vehicle license work prior to submission.
2. Responds to all types of requests for notary public services including motor vehicle transactions, affidavits, and acknowledgments, in accordance with Pennsylvania Notary Public standards,
3. Responds to all types of calls, inquiries and requests regarding domestic auto travel, detour and construction information, road and weather condition reports, passport photos, motor vehicle license services, traveler=s checks, membership (new and existing), and other member services, based on AAA procedures, guidelines and standards.
4. Enters data into proprietary Campana System regarding all transactions.
5. Assists members with domestic auto travel plans to include creating TripTiks<sup>7</sup> and marking maps and other route materials; provides destination information for area accommodations, attractions, restaurants, events; makes car rental and hotel reservations.
6. Performs general clerical duties to include sorting and distributing office mail and ordering and distributing stock inventory items; keeping periodicals and other information up-to-date; and taking passport photos.
7. Sells travelers checks and other money products and is responsible for complying with IRS anti money laundering regulations related to these products.
8. Promotes and sells miscellaneous Club products and services.

Auto Travel Counselor / PA License I (cont'd)

9. May also perform accounting activities to include preparation of bank deposits and carrier pickup, preparation and signing of checks, and balancing of business lines against accounting reports.
10. Performs other duties as assigned by manager or employee in charge.

**EDUCATION, EXPERIENCE AND/OR SKILLS**

1. Minimum high school education or equivalent.
2. Minimum one year customer service or other public contact work experience. Experience in handling money transactions preferred.
3. Computer keyboard skills and working knowledge of computers and basic software programs.
4. Must have demonstrated math and logic aptitude, accuracy and attention to detail skills.
5. General knowledge of U.S. geography and ability to read maps.
6. Excellent communication skills, verbal and written. Ability to communicate effectively in person and over the telephone with proper grammar and diction. Excellent interpersonal skills and ability to relate effectively with tact and diplomacy.
7. Must be able to satisfy and maintain mandatory PA state requirements for education and application for a commissioned Notary Public.
8. Must be able to meet and maintain PennDOT eligibility criteria based on PA Criminal Background check. Must be able to meet and maintain mandatory PennDOT training and testing requirements, and keep abreast of changes in policies and procedures.

**SCOPE AND IMPACT**

1. Processes an average of 1703 annual transactions for PennDOT and responsible for compliance with PA Bureau of Motor Vehicles license transaction criteria. Errors may be subject to fines and penalties.
2. Responsible for compliance with State of Pennsylvania notary public commission. Errors and omissions in notarial acts (when a mistake is made fulfilling the notarial role) may result in individual sanctions.

**AAA EAST CENTRAL  
POSITION DESCRIPTION**

**TITLE:** Auto Travel Counselor / PA License II  
**DEPARTMENT:** Auto Travel/Branches  
**CLASSIFICATION:** Non-Exempt, Salary Grade 11  
**REPORTS TO:** Office Manager or Supervisor  
**DATE:** April, 2006

**POSITION SUMMARY**

Handles more complex types of inquiries and transactions related to membership, domestic auto travel, driver/motor vehicle license services, and Pennsylvania Department of Transportation (PennDOT) license services to Club members and the general public. Functions as person-in-charge with responsibility to research and resolve member issues in all areas. Performs administrative, accounting, data entry, customer relations and sales roles.

**RESPONSIBILITIES**

1. Processes all drivers license and motor vehicle transactions according to Pennsylvania Department of Transportation (PennDOT) regulations, processes and procedures in applicable computer system: Decentralized License (DLI) and/or Title Registration Inquiry VIN (TRIVIN), or utilizes the Messenger Service system.
2. Completes complex, multiple form transactions for PennDOT based on thorough knowledge of applicable system (DLI, TRIVIN, Messenger). Reconciles and verifies accuracy of driver and motor vehicle license work prior to submission.
3. Responds to all types of requests for notary public services including motor vehicle transactions, affidavits, and acknowledgments, in accordance with Pennsylvania Notary Public standards.
4. Performs opening and closing activities for office. Responds to and investigates security breaches.
5. Responsible for accounting activities to include preparation of bank deposits and carrier pickup, preparation and signing of checks, and balancing of bus iness lines against accounting reports.
6. Responds to all types of calls, inquiries and requests regarding domestic auto travel, detour and construction information, road and weather condition reports, passport photos, motor vehicle license services, traveler=s checks, membership (new and existing), and other member services, based on AAA procedures, guidelines and standards.
7. Conducts complex research in Campana System and resolves membership and payment or billing issues.
8. Assists members with domestic auto travel plans to include creating TripTiks<sup>7</sup> and marking maps and other route materials; provides destination information for area accommodations, attractions, restaurants, events; makes car rental and hotel reservations.

Auto Travel Counselor – PA License II (cont'd.)

9. Ensures reasonable stock inventory levels and conducts routine inventories; ensures current issue of PennDOT forms, travel money products and Traveler=s Checks.
10. Sells travelers checks and other money products and is responsible for complying with IRS anti money laundering regulations related to these products. Promotes and sells miscellaneous Club products and services.
11. Assists in training new counselors in all duties of Auto Travel Counselor.
12. May assist in department scheduling.
13. Performs other duties as assigned by manager or employee in charge.

EDUCATION, EXPERIENCE AND/OR SKILLS

1. Minimum high school education, or equivalent.
2. Minimum three years Auto Travel Counselor I or relevant state licensing experience. Experience in handling money transactions preferred.
3. Computer keyboard skills and working knowledge of computers and basic software programs.
4. Must have demonstrated math and logic aptitude, accuracy and attention to detail skills.
5. General knowledge of U.S. geography and ability to read maps.
6. Excellent communication skills, verbal and written. Ability to communicate effectively in person and over the telephone with proper grammar and diction. Excellent interpersonal skills and ability to relate effectively with tact and diplomacy.
7. Must be able to satisfy and maintain mandatory PA state requirements for education and application for a commissioned Notary Public.
8. Must be able to meet and maintain PennDOT eligibility criteria based on PA Criminal Background check. Must be able to meet and maintain mandatory PennDOT training and testing requirements, and keep abreast of changes in policies and procedures.

SCOPE AND IMPACT

1. Processes an average of 1703 annual transactions for PennDOT and responsible for compliance with PA Bureau of Motor Vehicles license transaction criteria. Errors may be subject to fines and penalties.
2. Responsible for compliance with State of Pennsylvania notary public commission. Errors and omissions in notarial acts (when a mistake is made fulfilling the notarial role) may result in individual sanctions.

**AAA EAST CENTRAL  
POSITION DESCRIPTION**

**TITLE:** Senior Auto Travel Counselor PA License  
**DEPARTMENT:** Auto Travel/Branches  
**CLASSIFICATION:** Non-Exempt, Salary Grade 12  
**REPORTS TO:** Branch Manager or Office Supervisor  
**DATE:** April, 2006

**POSITION SUMMARY**

Provides expertise in domestic auto travel and license transactions to members and employees. Acts as liaison with outside agencies in resolving complex types of inquiries and transactions related to membership, domestic auto travel, driver/motor vehicle license services, and Pennsylvania Department of Transportation (PennDOT) license services to Club members and the general public. Oversees day-to-day business activities of branch office. Directs work activities and trains auto travel staff.

**RESPONSIBILITIES**

1. Provides direct service to members related to domestic auto travel, travelers checks, membership (new and existing), motor vehicles license services, and other member services based on AAA procedures, guidelines and standards.
2. Completes complex, multiple form transactions for PennDOT based on thorough knowledge of applicable system (DLI, TRIVIN, Messenger). Troubleshoots and resolves complex license problems in conjunction with outside agencies.
3. Responds to all types of requests for notary public services including motor vehicle transactions, affidavits, and acknowledgments, in accordance with Pennsylvania Notary Public standards.
4. Provides on-the-job training and continuous development to Auto Travel Counselors in proper license and touring procedures. Directs Auto Travel Counselors in process of obtaining notary commissions. Ensures all ATCs complete DLI testing and PennDOT Messenger Services training and pass required exams.
5. Directs day-to-day activities of auto travel staff, coordinates tasks and schedules. Keeps records related to time, attendance and performance. Provides performance feedback and tracks employee progress and development; provides coaching and guidance as directed.
6. Performs opening and closing activities for office. Responds to and investigates security breaches.
7. Assures proper accounting procedures are followed and all business lines balance against accounting reports. Assures adherence to federal anti-money laundering guidelines related to payments. Researches and resolves discrepancies as reported by the Accounting Department. May serve as collection agent for bad checks, representing AAA at magisterial hearings as required.
8. Routinely handles complaints and concerns and resolves membership, payment, billing issues and other problems through complex research in Campana System.

**Senior Auto Travel Counselor (cont.d)**

9. Ensures reasonable stock inventory levels and conducts routine inventories per internal audit regulations. Ensures current issue of PennDOT forms, Travel money products and Traveler=s Checks.
10. Sells travelers checks and other money products and is responsible for complying with IRS anti money laundering regulations related to these products. Promotes and sells miscellaneous Club products and services.
11. Performs other duties as assigned by manager.

**EDUCATION, EXPERIENCE AND/OR SKILLS**

1. Minimum high school education or equivalent.
2. Minimum three years Auto Travel Counselor II or relevant state licensing experience. Experience in handling money transactions preferred.
3. Computer keyboard skills and working knowledge of computers and basic software programs.
4. Must have demonstrated math and logic aptitude, accuracy and attention to detail skills.
5. General knowledge of U.S. geography and ability to read maps.
6. Excellent communication skills, verbal and written. Ability to communicate effectively in person and over the telephone with proper grammar and diction. Excellent interpersonal skills and ability to relate effectively with tact and diplomacy.
7. Must be able to satisfy and maintain mandatory PA state requirements for education and application for a commissioned Notary Public.
8. Must be able to meet and maintain PennDOT eligibility criteria based on PA Criminal Background check. Must be able to meet and maintain mandatory PennDOT training and testing requirements, and keep abreast of changes in policies and procedures.

**SCOPE AND IMPACT**

1. Processes an average of 1703 annual transactions for PennDOT and responsible for compliance with PA Bureau of Motor Vehicles license transaction criteria. Errors may be subject to fines and penalties.
2. Responsible for compliance with State of Pennsylvania notary public commission. Errors and omissions in notarial acts (when a mistake is made fulfilling the notarial role) may result in individual sanctions.
3. Acts in a lead role and directs the work of between 3 and 20 employees.

**AAA EAST CENTRAL  
POSITION DESCRIPTION**

**POSITION TITLE:** Branch Office Liaison  
**DEPARTMENT:** Branches  
**CLASSIFICATION:** Non-exempt, Salary Grade 13  
**REPORTS TO:** Branch Manager  
**DATE WRITTEN:** October, 2000

**POSITION SUMMARY:**

Acts as an advisor on and a coordinator of the license functions to other Pennsylvania-based personnel. Coordinates the License training programs for new Counselors, part-time summer employees, and the continuing education programs for Counselors. Also, performs duties of a Senior Auto Travel Counselor.

**RESPONSIBILITIES:**

1. Ensure that all Pennsylvania branches are in compliance with Harrisburg licensing requirements.
2. Balance and deposit funds for Decentralize Licensing (DLI) and GSS.
3. Set up new offices for DLI and GSS.
4. Provides License training for all appropriate employees covering all applicable areas of service.
5. Provides ongoing License training programs to update knowledge and skills of all Counselors and coordinates with managers to provide programs for branch office Counselors.
6. Maintains all License training and service manuals and develops new ones as needed.
7. Ensures that client needs are handled in an efficient and courteous manner by planning, directing and controlling the License Staff's activities.
8. Resolves complex problems that staff members are unable to solve.
9. Works with Department of Transportation to develop systems and procedures for license functions in all offices and audits offices to ensure adherence to such policies and procedures subject to management approval.
10. Informs all appropriate Managers of current information in the license fields.
11. Serves as the liaison between Club and Federation/Bureau on License matters.
12. Maintains current notary seal and coordinates processing of applications for new and renewal commissions.
13. Provides direct services to members and performs other departmental functions.
14. Assists Auto Travel Counselors in the provision of touring services and assists in the resolution of problem situations.
15. Assures that proper accounting, balancing and depositing procedures are followed.

Branch Office Liaison (cont'd.)

16. Provides and/or ensures on-the-job training and ongoing development to Touring Counselors.
17. Ensures the completion of membership, insurance and travelers check transmittals, license processing, and requested checks.
18. Ensures the controlling and the ordering of triptiks and travelers checks.
19. May be asked to sign checks.
20. Pursues additional sales opportunities, including new and renewal memberships.
21. Ensures that appropriate daily scheduling of Touring Counselors is achieved.
22. May be asked to use security measures to open and close office, and respond to security alarms.
23. Assures office is supplied with all appropriate office supplies, forms, records, etc.
24. Assists management in performing administrative duties such as handling correspondence, telephone activity and coordinating activities for employees
25. Performs other duties as assigned.

**SCOPE AND IMPACT:**

1. Oversees the sale of approximately \$4,200,000 in Travelers Checks annually.
2. Supervises the preparation of approximately 8,000 routings and trip-tiks annually.
3. Oversees the processing of approximately 30,000 license transactions annually.
4. Assists in the supervision of 10 to 13 employees
5. Responsible for or ensures the training and re-training of all new Counselors.
6. Responsible for a budget of approximately \$250,000 for license.

**EDUCATION, EXPERIENCE AND/OR SKILLS:**

1. Prior experience with Pennsylvania License and title work.
2. Minimum of 18 months experience as an Auto Travel Counselor or equivalent experience required.
3. Experience in various computer software such as Lotus Notes, word processing and print drivers.
4. Prior management experience with demonstrated ability to coordinate people and activities required.
5. Must have ability to relate to and motivate people.
6. Must have excellent verbal and written communication skills.

**AAA EAST CENTRAL  
POSITION DESCRIPTION**

**TITLE:** Customer Service Trainer  
**DEPARTMENT:** Automotive Services Department  
**CLASSIFICATION:** Non-Exempt, 298  
**REPORTS TO:** TeleService Center Manager  
**DATE:** January, 2005

**POSITION SUMMARY**

Plans, develops and conducts training and development programs to Branch Office employees, primarily in the areas of PennDOT License, Auto Travel, and customer service skills. Provides technical knowledge and service skills training in order to increase job knowledge and improve member service satisfaction levels.

**RESPONSIBILITIES**

1. Plans, organizes and conducts training programs for new and existing employees in the technical and customer service areas at headquarters and at branch locations.
2. Selects, prepares and/or develops teaching aids such as outlines, handbooks, and reference materials.
3. Remains current on Club policies and procedures, as well as new developments involving PennDOT License rules and regulations and AAA National Routing information and recommendations.
4. Measures and documents progress of attendees and evaluates effectiveness of training. Briefs appropriate manager(s) on any areas of concern regarding employees e.g. knowledge, behavior, etc.
5. Reviews monthly national and local branch office employee service audit card results and Decentralized License error reports and identifies areas of concern.
6. Works with Regional Presidents, Group Managers, Branch Managers and Supervisors to develop and implement performance improvement plans for employees who were identified during coaching, monitoring and/or training as requiring performance improvement.
7. Provides basic and enhanced training on branch office computer systems (Campana
8. POS, DLI, Trivin, aaa.com, etc.) as appropriate.
9. Coordinates training schedule with the hiring and training demands of the department and/or branch offices; adjusts work schedule and travels to branch offices as needed.
10. Attains certification to provide mandatory PennDOT DLI test to all new PA auto travel counselors.

**SCOPE AND IMPACT**

Conducts formal and on-site PennDOT License, Auto Travel and customer service training to more than 200 Branch Office employees per year. Responsible for technical and member

Customer Service Trainer (cont'd.)

service training for approximately 40 newly-hired employees per year and approximately 160 existing employees. Responsible for providing tools and training to enable CIub to significantly increase job knowledge and member service audit results.

**EDUCATION, EXPERIENCE and/or SKILLS**

1. Bachelor's degree or equivalent in a relevant field, preferably Adult Education, and a minimum of 3-5 years experience developing, analyzing, and measuring instructional training programs with a special focus in adult education.
2. Must possess excellent written, oral and presentation skills.
3. Must possess working knowledge of word processing, spreadsheet and database software; familiarity with WordPerfect, Lotus 1-2-3, and/or Campana Systems POS preferred.
4. Ability to read maps, and interpret documents such as technical data, operating and maintenance instructions, procedure manuals.
5. Familiarity with PennDOT licensing regulations preferred.

## AAA Training Programs

All AAA employees are trained for customer service as a part of all training programs. Our handbooks emphasize this training and attitude and each employee is expected to perform their job, whether they meet the public or not, in a service-conscious manner.

AAA employees are instructed on customer service in the employee orientation. Employees who will be performing on-line messenger duties are further instructed through the on-the-job experience of watching how customers are treated by our other employees. This may sound like the simplest way of training an employee in customer service, but experience has proven it is the most effective.

Sometime during the first six months that an employee is with AAA, they will attend license training. This training consists of two weeks of license training with one day per week working in a branch with practical application of what they have learned. All on-line messenger employees are also cross-trained in auto travel services and customer service training is a part of their education process.

We have dedicated training staff for License, Customer Service and Auto Travel/Leisure Travel Skills.

### **License Training (Pennsylvania office locations only)**

Basic Training must be completed (within one year from date of hire) by newly hired agents responsible for completing motor vehicle transactions (MV-1 & MV-4ST). This two-week AAA training, offered in the spring and fall, exceeds the PennDOT requirements since is more extensive than the one-day seminar offered by other certified trainers. The basics of transactions concerning non-commercial driver's license, photo ID, registration, title transfers, and death procedures are covered.

Advanced Training must be completed (every two years) by all agents responsible for completing motor vehicle transactions (MV-1 & MV-4ST). This one-day AAA training, offered throughout the year, covers the PennDOT-mandated topics; and is expected to be updated by PennDOT at least every two years.

Made to Order training sessions are one-day sessions, created individually to address specific needs. Training you want, When you need it, Where it is convenient for you.

### **Customer Service Training-Stellar Service**

Participants will gain an understanding of how their role in delivering Stellar Service contributes to the overall well-being of the organization. This two-day class provides foundational core skills training for developing the customer service mindset and behaviors that help to create customer loyalty. The class showcases skills, knowledge and attitudes every individual who interacts with customers should have. The program's four distinct components allow the learner to build their skills one upon another. Beginning with what is "Reaching for Stellar Service" and its importance, why is "Caring for Customers" a value skill that helps serve customers who are concerned, angry or upset- how to create "Healing Customer Relationships". Finally, we will learn how to demonstrate actions that make customers feel special and valued, providing your

customer with dazzling positive, memorable experiences. Our internal and traditional external customers benefit from service personnel who demonstrate the skills learned in this training.

### **Keeping the Skills Alive**

Ongoing Customer Service Skills modules are offered throughout the year via a Webinar format to reach all branch employees with the ongoing focus on improving service levels and enhancing the customer experience.

### **Auto Travel New Hire Basic Skills Training**

This 5 day classroom training with 5 day in branch follow up training prepares new employees to provide basic AAA travel information. Included is a review of AAA Publications and Maps, preparation of Travel Routings using traditional Trip Tik preparation and the Internet Trip Tik Travel Planner along with basic geography and topography knowledge. Customer Service is incorporated into this training addressing specifically handling customer land travel requests. Emphasis is places on reference materials and available resources.

### **Progressive skills I**

This one day Auto Travel class, introduced last year, is designed to enhance the basic skill level of the auto travel counselor in superior detail resulting in improved customer service. We will utilize our map and TourBook products in support of intensive learning, coupled with additional reference resources that can aid in answering member questions as well as anticipate their needs. There will be an opportunity for counselor discussion on how the services offered through auto travel impact our members satisfaction.

### **Progressive skills II**

Part two of last year's successful Progressive Skills learning class is designed as a next stage course. This class focuses on locating and using national reference resource information, and knowledge based specifications for use in the next generation of triptik production and customer request. We must take into consideration that our traditional manual triptik product is still as viable and important as it has ever been. The basics of our manual triptik and its supporting materials have been instrumental in the progress of the next generation routing programs. The TripTik Travel Planner is as much an ideal resource for quick cross-town directions as it is for planning a complete vacation. It offers unique content not available through other online trip planners. You should be familiar with this application's features. Learn how to offer and explain the product and to assist your member in selecting which product best fits their need.

**AAA's image is built on people, service and attitude. It is crucial to have excellent communication skills and etiquette. Learn tools and techniques for communication using an interactive, experience-based approach.**

**\*AAA East Central also contracts with a consultant, Achieve Global, for our customer service training needs.**

## License Training Plan

AAA East Central is committed to ongoing training of its OLM employees. The AAA training plan is broken into three areas: PennDot Training, New employee training and Ongoing Training

PennDot Training –as requested or required

Key license staffs are sent to Harrisburg upon request or for new initiative training. We utilize a train the trainer approach and rely upon our experienced trainers to network among our multiple sites.

AAA Initial Training for New Employees

AAA East Central's training for new employees routinely occurs at the Motor Square Garden location in Pittsburgh. Employees receive two weeks of basic training to gain knowledge of the Pennsylvania Bureau of Motor Vehicles and Bureau of Driver's licensing procedures. Our License Trainer is certified and attends all trainer meetings in Harrisburg. Once initial training is completed, new employees work under the supervision of an experienced Senior License Counselor at their assigned location.

Ongoing Training

Key license employees attend required PennDot scheduled meetings. All information is sent out to all branch offices to ensure that they are current with decentralized license practices. On a monthly basis, mistakes and quality control issues are reviewed with each employee by the internal auditors or their manager. Meetings are held for all offices in the program when necessary.

We offer, at a minimum twice annually, Advanced License training as required by the Department, for all license staff. Training may be held in various regional locations to meet the required training schedule. Our certified trainer visits each license location at least annually to provide onsite specific instruction. In addition, weekly license bulletins and updates from AAA East Central and the PA AAA Federation are distributed to all front line staff to foster an environment of ongoing training and education.

## CLUB POLICIES AND PROCEDURES

### Equal Employment Policy

The Club is committed to providing equal employment opportunities without regard to race, creed, color, religion, sex, age, national origin ancestry, sexual orientation or non-job-related handicap or disability. This policy applies during recruitment, hiring, employment, training, promotion, transfer, demotion, corrective action, separation, rates of pay, benefits and other forms of compensation. Our objective is to hire employees who are qualified, or who can be trained for their positions, using reasonable job-related standards with regard to education, training, experience and other personal qualifications.

All employees of the Club are expected to respect and adhere to this policy.

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### Code of Conduct

Your personal conduct at work should exemplify the highest professional standards of behavior. You are expected to obey all laws and regulations that apply to AAA's business, and treat our customers and your co-workers with dignity and respect at all times.

Your position carries a responsibility to adhere to Club policies and work rules. These rules are necessary to ensure an efficient, safe business operation and to protect the well-being of all employees. All employees are expected to meet certain work requirements such as the following without explicitly being instructed to do so:

- Accurately complete their employment applications
- Satisfy individual job responsibilities and comply with policies and procedures relevant to their jobs
- Cooperate with other employees, managers and supervisors
- Conduct themselves with due regard for their safety and welfare and the safety and welfare of other employees
- Work as scheduled. (Prompt, regular and reliable attendance is required.)
- Conduct themselves in a professional, businesslike manner at all times while on Club property and on Club business

Failure to meet these requirements can lead to Corrective Action, up to and including termination.

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### Corrective Action

At the Club, as in any group with a common purpose, rules are necessary. You are expected to observe "common sense" regulations governing work habits, conduct, safe practices and honesty, and to adhere to generally-accepted practices in relations with co-workers. Violation of these rules cannot be tolerated and will result in corrective action. The Club believes that corrective action should normally progress from counseling to more direct and severe means. However, some violations are serious enough that severe disciplinary penalties (including termination) may be imposed if they occur even once. The type of corrective action will depend on the severity of the violation, the number of times an employee violates the same rule and the employee's general work record. A minor offense of one type may be more serious when the employee's entire record is taken into consideration.

### Intolerable Offenses

The following are considered intolerable offenses and may result in immediate termination without use of earlier steps in the corrective action process:

- absence from work for three (3) consecutive working days, without notification and/or approval
- possession or use of deadly weapons on Club premises or on Club business
- fighting, assault, making verbal or physical threats, or dangerous horseplay on Club premises
- violation of any law, including but not restricted to, fighting or attempting bodily injury to another, theft, and malicious mischief that results in the injury or destruction of the property of other employees or clients

- discrimination or harassment based on race, color, religion, sex, national origin, age, disability, etc.
- falsification of documents or records, misrepresentation of facts, or other acts of dishonesty
- flagrant insubordination
- theft or misappropriation of Club property, or the property of coworkers or customers
- vulgar or obscene language
- introduction, possession, or use of intoxicating liquors or illegal drugs on the property of employer, or reporting to work under the influence of such substances
- gross violation of employer's policies, rules and regulations

The list above is not to be considered all-inclusive, and other serious offenses may also warrant immediate termination or accelerated corrective action.

**Corrective Action Steps**

The steps in the Corrective Action process are detailed below:

- First occurrence (oral warning)** Your manager will discuss the situation with you. You will be reminded of the applicable job performance or work standards and the required changes in behavior or performance that are necessary.
- Second occurrence (written warning)** If the situation fails to improve, your manager will communicate to you in writing the seriousness of the problem, required action to be taken to correct the problem, a designated period of time to correct the problem, and the consequence of failure to improve.
- Third occurrence (Termination)** If you fail to demonstrate improvement, continue the undesirable behavior, or if other problems develop, termination of your employment may occur.

Not all situations require that your manager follow a step-by-step corrective action process. The Club retains the sole discretion to determine what level of corrective action is appropriate based on the circumstances and/or to accelerate corrective actions when justified up to and including termination.

**AAA East Central Sexual Harassment Policy**

**(Sexual) Discriminatory Harassment** It is the policy of AAA East Central to maintain a working environment free from all forms of harassment, including but not limited to sexual harassment. All employees are to be treated with dignity and respect, free from discriminatory harassment, including sexual harassment and any verbal or physical harassment on the basis of an individual's race, color, creed, national origin age, disability, or other protected classification. The prohibition against harassment applies to harassment by or directed at any employee, or applicant for employment, and any contractors, vendors, suppliers, customers or members present at any Club facility or any Club-sponsored activity.

Sexual harassment of any form or manner is strictly prohibited, will not be tolerated and will result in corrective action up to and including termination of employment. The prohibition against sexual harassment applies to sexual harassment by or directed at any employee, or applicant for employment, and any contractors, vendors, suppliers, customers or members present at any Club facility or any Club-sponsored activity.

**Definition**

Prohibited "sexual harassment" includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, sexually-motivated physical contact and/or verbal, visual or physical conduct of a sexual nature when:

- submission to the unwelcome conduct is explicitly or implicitly made a term or condition of employment;
- submission to or rejection of the unwelcome conduct is used as the basis for employment decisions;
- the unwelcome conduct has the purpose or effect of having a negative impact on or interference with work performance, or of creating an intimidating, hostile, or offensive work environment;
- submission to or rejection of the conduct is used as the basis for any decision affecting the employee regarding benefits and services, honors, programs, or activities available at or through the Club.

Sexual harassment may occur from male to female, female to male, male to male or female to female. Examples of prohibited conduct of a sexual nature which may constitute prohibited sexual harassment include, but are not limited to:

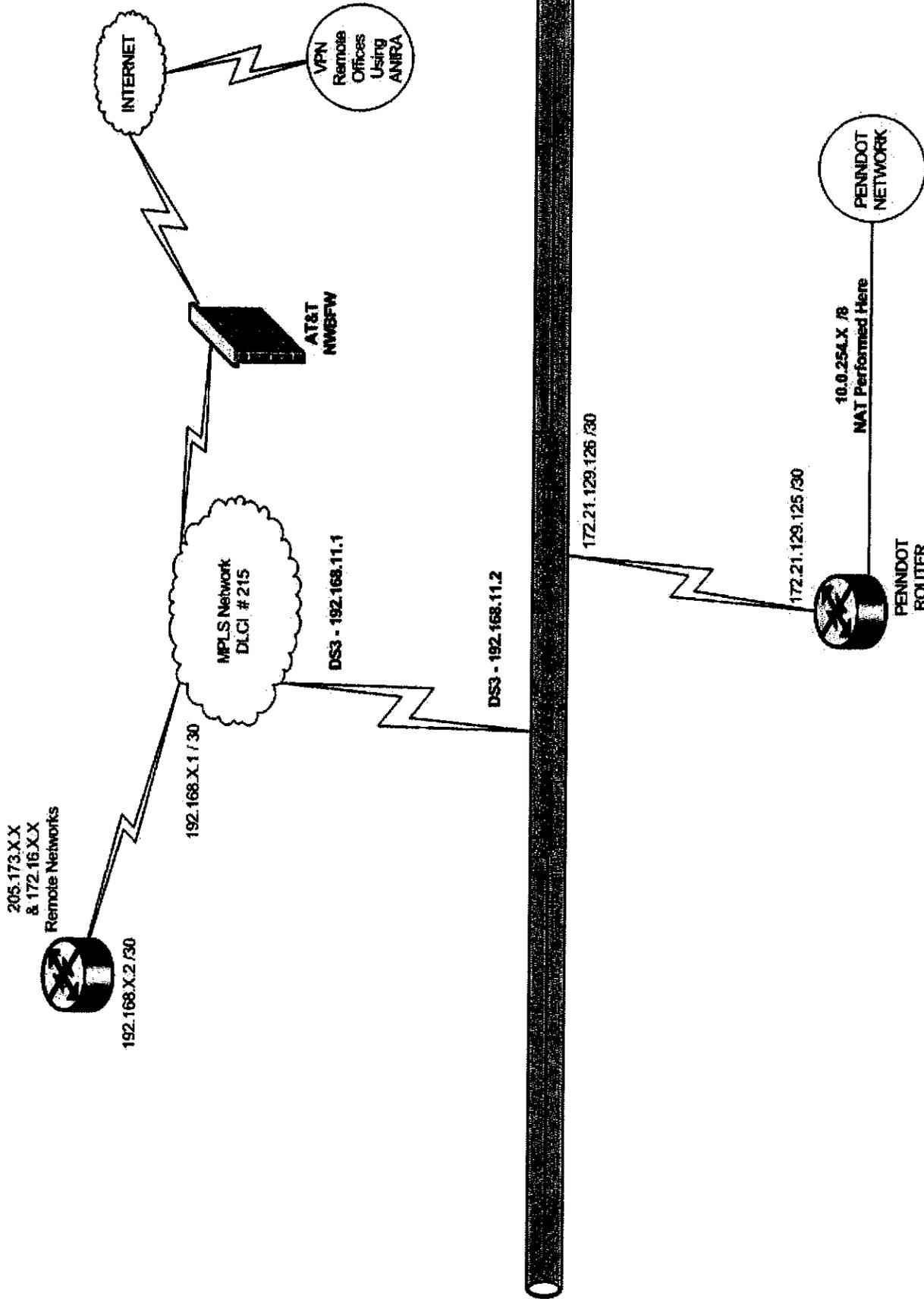
1. Unwelcome touching of an individual's body or clothing in a sexual way.
2. Unwelcome leering, staring, sexual flirtation, propositions or pressure for sexual activity.
3. Unwelcome graphic verbal comments about an individual's body, or overly personal conversation.
4. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually-degrading descriptions.
5. Unwelcome sexual jokes, stories, drawings, pictures or gestures.
6. Unwelcome spreading of sexual rumors.
7. Cornering or blocking an individual's normal movement in a sexual way.
8. Displaying sexually-explicit materials or suggestive objects in the work environment.
9. Remarks to a person with sexual or demeaning implications.

If you feel or believe that you have been subjected to sexual or discriminatory harassment, you must immediately report the matter to your manager so the Club can investigate the matter and take appropriate corrective action. If you are uncomfortable reporting the matter to your manager, or if your manager is the person whom you believe is harassing you, then you should contact the Club's Vice President of Human Resources at (412) 365-7240. The reporting of an incident or complaint of alleged or suspected sexual harassment will in no way detrimentally affect your rights or status as an employee of the Club. The Club strictly prohibits retaliation against any complainant or participant in the complaint investigation process.

All reports or complaints of alleged, apparent or suspected sexual harassment and/or complaints of discriminatory harassment will be promptly, thoroughly and impartially investigated and resolved in a way that respects the privacy of all parties concerned to the extent permitted by law and to the extent practical and appropriate under the circumstances. The Club will take prompt remedial/corrective action to eliminate the harassing conduct up to and including termination of employment of the harassing party.

Occurrences of prohibited and/or inappropriate conduct of a sexual nature which are not within the legal definition of sexual harassment, or otherwise do not rise to the level of and/or constitute sexual harassment, will be addressed pursuant to applicable Club policies and will result in corrective action as may be deemed appropriate.

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**REQUEST TO ADVERTISE SOLICITATION: 359R06**

**General Information**

**Department:**

**Date Prepared:** 10/23/09      **Type:** RFP

**Advertisement Service Type :**

**Solicitation# :** 359R06      **Solicitation Title :** Co-location of Photo Lic. Ctrs. with On-Line Mgrs.

**Description :** PennDOT has decided to continue co-locating Photo License Centers (PLC) with qualified On-Line Messenger (OLM) Service Centers. Selected Offerors must have been PennDOT-authorized On-Line Messengers for a continuous period of one year immediately prior to the date that responses to this RFP are due. To become a PennDOT-authorized On-Line Messenger, prospective applicants must be a party to a messenger contract with PennDOT for a period of at least one year without any sanctions, and meet all other applicable program requirements. Award will be made to multiple qualified Offerors.

**Department Information**

**Department/Agency :** Transportation      **Delivery Location :**  
**County (if applicable) :**      **Duration :** 60-months with renewal options

**Contact Information**

**First Name :** Beverly      **Last Name:** Ward  
**Phone Number :** 717-783-8868 Ext:      **Email :** beward@state.pa.us

**Bid Information**

**Solicitation Start Date:** 10/26/09      **Solicitation End Date :** 11/23/09  
**Bid Opening Date :** 11/23/09      **Bid Opening Time :** 1:00 PM  
**Bid Opening Location:** RFP openings are not public

- Is there a Pre-proposal Conference?      **No. of Flyers: (# of bid versions)**
- Check here if this Solicitation is in SRM

**Amended Date:** 10/23/09

Close Window

### SUMMARY OF BIDS

RFP NO. 359R06, Co-location of  
 Photo License Centers

AGENCY/INSTITUTION  
 PA DEPT. OF TRANSPORTATION

TYPE SERVICE:

BIDS (BY ITEM, REGION, ETC.)

BID OPENING TIME & DATE  
 1:00 PM, Nov. 23, 2009

VENDOR'S NAME, ADDRESS, AND TELEPHONE NUMBER

John Yurconic Agency  
 5910 Hamilton Boulevard  
 Allentown, PA 18106

AAA East Central  
 5900 Baum Blvd.  
 Pittsburgh, PA 15206

AAA Mid-Atlantic

Commonwealth Auto Tags  
 978 High Street  
 Pottstown, PA 19464

REASON FOR NON-BID OR COMMENTS

**WITNESSES TO BID OPENING:**

WITNESS SIGNATURES PROVIDE  
 CERTIFICATION THAT THE BID  
 INFORMATION ON THE FORM IS TRUE  
 AND ACCURATE

SIGNATURE & TITLE

*Isabel*  
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SIGNATURE & TITLE

**REQUEST FOR PROPOSALS FOR**

**CO-LOCATION OF PHOTO LICENSE CENTERS WITH ON-  
LINE MESSENGER SERVICE CENTERS**

**ISSUING OFFICE**

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

**RFP NUMBER 359R06**

**DATE OF ISSUANCE**

**OCTOBER 26, 2009**

**REQUEST FOR PROPOSALS FOR  
CO-LOCATION OF PHOTO LICENSE CENTERS WITH  
ON-LINE MESSENGER SERVICE CENTERS**

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## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to Beverly Ward at <a href="mailto:beward@state.pa.us">beward@state.pa.us</a> .	Potential Offerors	10:00 AM 11/10/09
Answers to Potential Offeror questions posted to the DGS website ( <a href="http://www.emarketplace.state.pa.us">http://www.emarketplace.state.pa.us</a> ) no later than this date.	Issuing Office	11/13/09
Please monitor website for all communications regarding the RFP.	Potential Offerors	
Sealed proposal must be received by Beverly Ward, Contract Administrator at Pennsylvania Department of Transportation, Bureau of Office Services, 400 North Street, 5 <sup>th</sup> Floor, Harrisburg, PA 17120-0041.	Offerors	1:00 PM 11/23/09

If you are mailing the proposals, please allow three extra days for packages to be received. All packages are scanned off-site, which may take an additional three days for receipt.

## PART I

### GENERAL INFORMATION

**I-1. Purpose.** This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Department of Transportation (PennDOT)’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for “*Co-location of Photo License Centers with On-Line Messenger Service Centers*” (“Project”).

**I-2. Issuing Office.** PennDOT (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Beverly Ward, Contract Administrator, PennDOT, Bureau of Office Services, Commonwealth Keystone Building, 400 North Street, 5<sup>th</sup> Floor, Harrisburg, PA 17120-0041, [beward@state.pa.us](mailto:beward@state.pa.us), the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

**I-3. Scope.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

**I-4. Problem Statement.** PennDOT has decided to continue co-locating Photo License Centers (PLC) with qualified On-Line Messenger (OLM) Service Centers. Selected Offerors must have been PennDOT-authorized On-Line Messengers for a continuous period of one year immediately prior to the date that responses to this RFP are due. To become a PennDOT-authorized On-Line Messenger, prospective applicants must be a party to a messenger contract with PennDOT for a period of at least one year without any sanctions, and meet all other applicable program requirements. Selected Offerors must not have any disciplinary actions and must have received an OLM Quality Rating of 98% or better. Photo License Center operations shall remain PennDOT’s responsibility. Selected Offerors shall provide and be financially responsible for facility space, facility maintenance, facility utilities, facility furnishings, and facility security to house the PLC within an OLM Service Center. Selected Offerors shall also provide continuing operation after termination or default per Item 3, “Continued Operation After Termination or Default” of the Special Terms and Conditions located in Appendix B. Additional detail is provided in **Part IV** of this RFP.

**I-5. Type of Contract.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a no cost contract containing the Special Contract Terms and Conditions as shown in **Appendix B** and the Standard Contract Terms and Conditions as shown in **Appendix C** available at:

[http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/archivedforms/std274\\_050704.doc](http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/archivedforms/std274_050704.doc). The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

**I-6. Rejection of Proposals.** The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

**I-7. Incurring Costs.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-8. Preproposal Conference.** There will be no preproposal conference for this RFP. If there are any questions, please forward them to the Issuing officer in accordance with **Part I, Section I-9.**

**I-9. Questions & Answers.** If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (with the subject line **“RFP 359R06 Question”**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10.** Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

**I-10. Addenda to the RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

**I-11. Response Date.** To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals. If proposals are hand-delivered to the Commonwealth Keystone Building, it is the Offeror's responsibility to get a signed receipt from

the Issuing Officer showing the date and time of delivery. If the Issuing Officer is not available, get a signed receipt from the Bureau of Office Services, 5<sup>th</sup> floor receptionist.

**I-12. Proposals.** To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **ten (10) paper copies**. In addition to the paper copies of the proposal, Offerors shall submit two **complete and exact** copies of the entire proposal (Technical Submittal, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. **An official authorized to bind the Offeror to its provisions must sign the proposal.** (If a Corporation, the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign. If one of the Officers is not available, a resolution must be included. For a sole proprietorship, the owner must sign. For a partnership, one partner needs to sign. For a Limited Partnership, a general partner must sign. For a Limited Liability Company (“LLC”), only one member needs to sign. If it is, a manager-based LLC, then a manager must sign. For a Municipality, Authority, or other entity, a resolution must be included.) If the official signs the Proposal Cover Sheet (Appendix H to this RFP) and the Proposal Cover Sheet is attached to the Offeror’s proposal, the requirement will be met.

For this RFP, the proposal must remain valid for 240 days or until a contract is fully executed. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

**I-13. Economy of Preparation.** Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of the RFP. The proposal should not be more than 75 (seventy-five) pages. The proposal should also include the federal identification number (or social security number if the company does not have a federal identification number).

**I-14. Alternate Proposals.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

**I-15. Discussions for Clarification.** Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**I-16. Prime Contractor Responsibilities.** Contracts will require Selected Offerors to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider Selected Offerors to be the sole point of contact with regard to contractual matters.

**I-17. Proposal Contents.**

- a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- c. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**I-18. Best and Final Offers.** While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- a. Schedule oral presentations;
- b. Request revised proposals; and
- c. Enter into pre-selection negotiations.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-4**, shall also be used to evaluate the best and final offers.

**I-19. News Releases.** Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

**I-20. Restriction of Contact.** From the issue date of this RFP until the Issuing Office selects proposals for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

**I-21. Debriefing Conferences.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror’s proposal in relation to all other Offeror proposals. An Offeror’s exercise of the opportunity to be debriefed does not constitute the filing of a protest.

**I-22. Issuing Office Participation.** Photo License Center operations shall remain PennDOT’s responsibility. Selected Offerors shall provide and be financially responsible for facility space, facility maintenance, facility utilities, facility furnishings, and facility security to house the PLC within an OLM Service Center. Selected Offerors shall also provide continuing operation after termination or default per Item 3, “Continued Operation After Termination or Default” of the Special Terms and Conditions located in Appendix B.

**I-23. Term of Contract.** All contracts will expire on March 10, 2015. The Issuing Officer may renew contracts upon the same terms and conditions for a period of 60-months (five years) by written notification to Selected Offerors (see Appendix A). The renewal option may be implemented incrementally or in one step via letter. The Issuing Office will fix the Effective Date after the contract has been fully executed by the Selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. Selected Offerors shall not start the performance of any work prior to the Effective Date of the contract.

**I-24. Offeror's Representations and Authorizations.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- c. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- d. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- e. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- f. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- g. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- h. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- i. Until Selected Offerors receive a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offerors shall not begin to perform.

**I-25. Notification of Selection.** The Issuing Office will notify Selected Offerors in writing of its selection for negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposals that are the most advantageous to the Issuing Office.

**I-26. RFP Protest Procedure.** The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

**I-27. Use of Electronic Versions of this RFP.** This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

## PART II

### PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided. As part of your proposal submit a proposed timeline for this project which should include any site renovations and their proposed completion dates.

**II-2. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach.

**II-3. Prior Experience.** Include experience as an On-Line Messenger. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company.

**II-4. Personnel.** Include the number of executive and professional personnel, customer service representatives, subcontractors, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel (On-Line Messengers), include the employee's name and, through a resume or similar document, the Project personnel's education and experience in On-Line Messenger services. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

**II-5. Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

**II-6. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. Financial documents such as audited financial statements or recent tax returns will be acceptable to the Commonwealth.

**II-7. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions (contained in **Appendices B and C**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendices B and C**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal on the basis of the terms and conditions set out in **Appendices B and C**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendices B and C or to other provisions of the RFP as specifically identified above.**

**II-9. Cost Submittal.** There will be no cost data required for this proposal. Resulting contracts will be at no cost to PennDOT.

**Selected Offerors shall not complete any work associated with this RFP until PennDOT issues a Notice to Proceed.**

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

**III-2. Technical Nonconforming Proposals.** The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

**III-3. Evaluation.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing of its selection for negotiation responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

**III-4. Criteria for Selection.** The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal. Evaluation will be based upon the following in order of importance:

- a. **Offeror Qualifications.** This refers to the ability of the Offeror to meet all requirements of the RFP, including time constraint, quality, relevancy, and recency of projects completed by the Offeror. This also includes the Offeror's financial ability to undertake a project of this size.
- b. **Soundness of Approach.** Emphasis here is on the techniques for managing the service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet PennDOT objectives. **The proposed site's proximity to the current Photo License Center will be taken into consideration in rating proposals (see Appendix D).**
- c. **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the project by the Offeror. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience in services similar to that described in this RFP.

- d. **Understanding the Problem.** This refers to the Offeror's understanding of PennDOT's need to co-locate On-Line Messenger Service Centers with Photo License Centers in the areas indicated in Appendix D

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

- a. **General.** PennDOT has decided to continue co-locating Photo License Centers (PLC) with qualified On-Line Messenger (OLM) Service Centers. OLMs are private businesses contracted to provide driver licensing and vehicle services for customers via an on-line connection with PennDOT. In many cases, the product can be handed immediately over the counter to the customer. Current On-Line Messengers may provide proposals for co-location of one or more sites. Award will be made to multiple qualified Offerors. **Contracts awarded as a result of this RFP will replace six current contracts that expire in 2010 (354R11-1, 354R11-2, 354R11-3, 354R11-4, 354R21-1 and 354R21-2). Contractors that have a contract that expires in 2010 must submit a responsive proposal to this RFP by the due date listed in the Calendar of Events in order to be considered to provide service once their existing contract expires.** Appendix D lists the counties, addresses, hours of operation, number of photo workstations and average monthly Photo Center customer volumes. A separate proposal must be submitted for each location. For example, if an Offeror would like to be awarded a contract for the Allentown and Pottstown sites, two separate proposals must be submitted (one for Allentown and one for Pottstown).
- b. **Specific.** The relocation of Photo License Centers, if necessary, must happen in a seamless manner so that no operating hours are lost. Photo License Center equipment must be moved during hours when Photo License Centers are closed to the public. Selected Offerors, therefore, shall provide access to their facility at PennDOT's request for the installation of Photo License Center equipment by the photo equipment contractor. It is likely that PennDOT will require the relocation of equipment to occur during evening or weekend hours. PennDOT reserves the right to modify these requirements upon written notification to the Selected Offerors.

Each co-located OLM/PLC site shall remain in the county where it is currently located. PennDOT prefers that if sites must be relocated, they remain within three miles of existing sites. Offerors may, however, propose facilities outside of this three-mile radius for PennDOT's consideration. **The proposed site's proximity to its current location will be taken into consideration when proposals are evaluated. Current addresses are provided in Appendix D.**

#### IV-2. Nature and Scope of the Project.

- a. **Background of the On-Line Messenger Service Center Program.** Act 92-166 (HB2751) allowed PennDOT to install pilot programs of private sector,

decentralized services for motor vehicle and driver license services. It also gave PennDOT the authority to expand the pilot program on a permanent basis.

Since the beginning of the program in 1993, the number of On-Line Messenger Service Center has grown from 2 centers to over 240 centers; and the number of customers utilizing their services has increased from 78,000 in 1995 to 1.3 million in 2008. Customers who have used the On-Line Messenger services think it is fast, easy, and convenient to use. Building on the success of the program, PennDOT selected On-Line Messengers in 2004 and 2005 to provide space in their facilities to operate Photo License Centers at no cost to PennDOT. The contracts awarded in 2005 will expire in 2010.

In addition to providing space for the Photo License Center, the On-Line Messengers currently review and examine presented documents/forms, data enter the requisite information on a remote terminal, transmit data to the mainframe in Harrisburg, and issue credentials to customers. The On-Line Messengers also submit all accounted fees due to the Commonwealth, and forward all necessary documents to Harrisburg for microfilming/scanning and audit purposes. These requirements may change during the term of the resulting contract. On-Line Messenger Service Centers may charge a service fee in addition to the required state fees for providing on-line services. No fees may be charged for photo license services.

- b. **Background of the Photo License Center Program.** Section 2409.1 of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, added by Section 1 of Act of July 29, 1953, P.L. 1443, as amended, 71 P.S. Section 639.1 provides, in relevant part, that notwithstanding other provisions of the Act, handicapped-made products and services shall be purchased by the Commonwealth.

The Pennsylvania Industries for the Blind and Handicapped (PIBH) has provided services for the photo license program since January 1984. PIBH currently provides photo license services to the Commonwealth pursuant to Agreement 354R20, which expires on August 31, 2010.

All photo license operations shall remain PennDOT's responsibility and be provided either by PennDOT or by a contracted photo licensed service provider.

This project will result in the successful completion of all the tasks described in Section IV-3. Selected Offerors will be responsible for all the deliverables specified in that section.

**IV-3. Requirements.** Selected Offerors must have been PennDOT-authorized On-Line Messengers for a continuous period of one year immediately prior to the date that responses to this RFP are due. To become a PennDOT-authorized On-Line Messenger, prospective applicants must be a party to a messenger contract with PennDOT for a period of at least one year without any sanctions, and meet all other applicable program requirements. Selected

Offerors must not have any disciplinary actions and must have received an OLM Quality Rating of 98% or better. Additional information regarding messenger requirements is located at: [http://www.dmv.state.pa.us/messenger\\_services/index.shtml](http://www.dmv.state.pa.us/messenger_services/index.shtml). See Appendix E for detailed requirements.

a. Emergency Preparedness

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to ensure photo license services are available to the public. Provide information and plans as part of your proposal to address emergency preparedness.

**IV-4. Tasks.** Selected Offeror(s) shall accomplish the RFP objectives through two tasks.

**TASK A** Comply with the requirements of the Co-location of Photo License Center with On-Line Messenger Service Centers (PLC//OLM) Program Requirements. (See Appendix E, "Co-location of Photo License Centers with On-Line Messenger Service Centers (PLC/OLM) Program Requirements.")

**TASK B** Provide and be financially responsible for facility space, facility maintenance, facility utilities, facility furnishings, and facility security for a Photo License Center. (See Appendix F, "Minimum Space Requirement Diagram and Appendix G, "Safe Information.")

**IV-5. Reports and Project Control.** Upon being given a Notice to Proceed, Selected Offerors shall meet whenever necessary with PennDOT's Project Manager to assess the status of the tasks included in IV-4 above. PennDOT's Project Manager will schedule all meetings and select meeting locations. It is anticipated that most meetings will take place at the Riverfront Office Center, 1101 South Front Street, Harrisburg, PA.

**IV-6. Background Checks.** The Selected Offeror must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

Before the Commonwealth will permit access to the Selected Offeror, the Selected Offeror must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Selected Offeror employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security

or is otherwise job-related, the Selected Offeror shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the agency consents to the access, in writing, prior to the access. The agency may withhold its consent in its complete discretion. Failure of the Selected Offeror to comply with the terms of this paragraph may result in default of the Selected Offeror under its contract.

**APPENDIX A**

**SAMPLE CONTRACT**

**SAMPLE**

## SAMPLE CONTRACT

**THIS CONTRACT** to co-locate Photo License Centers for "*Co-location of Photo License Centers with On-Line Messenger Service Centers*" ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PENNDOT"), and \_\_\_\_\_ ("CONTRACTOR").

### WITNESSETH:

**WHEREAS**, PENNDOT issued a Request For Proposals to co-locate Photo License Centers for "*Co-location of Photo License Centers with On-Line Messenger Service Centers*", RFP No. 359R06 ("RFP"); and

**WHEREAS**, CONTRACTOR submitted a proposal in response to the RFP; and

**WHEREAS**, PENNDOT determined that CONTRACTOR's proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

**WHEREAS**, PENNDOT and CONTRACTOR have negotiated this Contract as their final and entire agreement in regard to co-locating Photo License Centers.

**NOW THEREFORE**, intending to be legally bound hereby, PENNDOT and CONTRACTOR agree as follows:

1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT to co-locate Photo License Centers, as more fully defined in the RFP, which is attached hereto and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed and that the contract will expire on March 10, 2015. PENNDOT'S Contracting Officer may renew this contract for a period of 60-months (five years) incrementally or in one step via letter. PENNDOT's Contracting Officer may extend this contract incrementally or in one step, for a period of up to three (3) months, by written notification provided to CONTRACTOR by PENNDOT's Contracting Officer. This right to extend the Contract in no way minimizes PENNDOT's right to the timely receipt of the project deliverables as specified in the RFP.
3. PENNDOT and CONTRACTOR agree to be bound by the Special Contract Terms and Conditions, which are attached hereto and made part of this Contract.

4. PENNDOT and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – STD-274, Rev. 12/17/07, which is attached hereto and made part of this Contract.
5. CONTRACTOR agrees to provide a strategy for “*Co-location of Photo License Centers with On-Line Messenger Service Centers*” as described in its Technical Submittal, which is attached hereto and made part of this Contract.
6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. The Special Contract Terms and Conditions.
  - b. The Standard Contract Terms and Conditions for Services – STD-274, Rev. 12/17/07.
  - c. The RFP and any addenda, including all referenced Appendices.
  - d. The CONTRACTOR’s Technical Submittal and any addenda, if applicable.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

SAMPLE

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

CONTRACTOR:

BY \_\_\_\_\_  
NAME DATE

BY \_\_\_\_\_  
TITLE

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

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
TITLE DATE

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
For Chief Counsel DATE

BY \_\_\_\_\_  
Deputy Attorney General DATE

BY \_\_\_\_\_  
Deputy General Counsel DATE

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
For Comptroller DATE

## **APPENDIX B**

# **SPECIAL CONTRACT TERMS AND CONDITIONS**

## SPECIAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

### **2. INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain at its expense the following types of insurance issued by companies acceptable to PENNDOT and authorized to conduct such business under the laws of PENNDOT:

- a. Worker's compensation insurance for all of CONTRACTOR's employees and those of any subcontractor, engaged in work at the site of the project in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- b. Public liability and property damage insurance to protect PENNDOT, CONTRACTOR, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage, which may arise out of the services performed under this Contract, whether such performance be by CONTRACTOR, by any subcontractor, or anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than two hundred fifty thousand (\$250,000.00) dollars each person and one million (\$1,000,000.00) dollars each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name PENNDOT of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by PENNDOT, as an additional insured, against the insurance coverage in regard to work performed for PENNDOT.

**3. CONTINUED OPERATION AFTER TERMINATION OR DEFAULT**

This agreement provides for Co-location of Photo License Centers with On-Line Messenger Service Centers. In some cases, it might be in the best interests of the COMMONWEALTH that the Photo License Center continues to operate even if the Messenger or On-Line Messenger Service Centers are no longer being offered at the location. The COMMONWEALTH shall therefore have the discretion to require the CONTRACTOR to provide photo license services pursuant to this contract even if messengers or On-Line Messenger Services have been terminated, either for cause or convenience, pursuant to the termination provision of this contract. In the event of the CONTRACTOR's default, the COMMONWEALTH retains the right to procure a substitute location at the CONTRACTOR's expense for the co-located services, or for the photo license center only, at the COMMONWEALTH's discretion.

**APPENDIX C**

**STANDARD CONTRACT TERMS AND**

**CONDITIONS**

The Standard Terms and Conditions may be accessed at the following link:

[http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/archivedforms/std274\\_050704.doc](http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/archivedforms/std274_050704.doc)

## **APPENDIX D**

# **CURRENT ADDRESSES OF CO-LOCATION SITES**

## Appendix D

### CURRENT ADDRESSES OF CO-LOCATION SITES

Current PLC Site	County	Current Address	Current PLC Hours	Photo Workstations	Average Monthly PLC Customer Volume
Hecktown	Northampton	Trolley Station Mail 216 Nazareth Pike (Route 191) Bethlehem, PA 18017	Mon., Tues., Wed., Fri. & Sat. 8:30 AM - 4:15 PM Thurs. 8:30 AM - 6:00 PM	1	1,633
Lancaster	Lancaster	1356 Harrisburg Pike Lancaster, PA 17601	Mon., Tues., Wed., Fri. & Sat. 8:30 AM - 4:15 PM Thurs. 8:30 AM - 6:00 PM	2	3,984
East Liberty	Allegheny	5900 Baum Boulevard Pittsburgh, PA 15206	Mon., Tues., Wed., Thurs. & Fri. 8:30 AM - 5:00 PM Sat. 10:00 AM - 3:00 PM	1	1,888
Allentown	Lehigh	5 American Parkway Allentown, PA 18101	Mon., Tues., Wed., Fri. & Sat. 8:30 AM - 4:15 PM Thurs. 8:30 AM - 6:00 PM	2	3,174
Pottstown	Montgomery	978 East High Street Pottstown, PA 19464	Mon., Tues., Wed., Fri. & Sat. 8:30 AM - 4:15 PM Thurs. 8:30 AM - 6:00 PM	1	2,124
Pittsburgh Clariton Blvd.	Allegheny	9 Clairton Boulevard Pittsburgh, PA 15236	Mon., Tues., Wed., & Fri. 10:00 AM - 4:15 PM Thurs. 10:00 AM - 6:00 PM Sat. 10:00 AM - 3:00 PM	2	2,938

## **APPENDIX E**

# **CO-LOCATION OF PHOTO LICENSE CENTERS WITH ON-LINE MESSENGER SERVICE CENTERS (PLC/OLM) PROGRAM REQUIREMENTS**

**CO-LOCATION OF PHOTO LICENSE CENTERS WITH ON-LINE MESSENGER  
SERVICE CENTERS (PLC/OLM) PROGRAM REQUIREMENTS**

Within the framework of the On-Line Messenger Service Center Program, the Co-located On-Line Messenger (OLM) will provide facilities for PennDOT Photo License Center (PLC) Services.

Given the potential for fraudulent issuance of license documents, the selected Co-located On-Line Messenger will be required to meet a set of performance standards contained herein for facility security.

0.0 General Requirements

0.1 Experience:

0.1.1 Applicants to become a Co-Located On-Line Messenger shall not have been previously sanctioned by PennDOT for violations of their on-line messenger contract, messenger regulations, messenger contract, or 75 P.A. C.S. within the last two years. In addition, the applicant shall not have any pending investigations or be on probationary status with the Department.

0.2 Contract:

Co-located On-Line Messenger(s) will be required to enter into a contract with the Department for the Photo License Center/On-Line Messenger Service Center Co-location Program.

0.3 Departmental Performance Requirements:

Co-located On-Line Messenger(s) shall remain bound by the provisions of 67 PA Code Chapter 255 (Messenger Service Regulations), their messenger contract, and their On-Line Messenger Service Center contract and the On-Line Messenger/Photo License Center Co-location contract and/or additional requirements provided in writing by the Department. When such requirements are provided in writing by the Department, the Co-located OLM is contractually bound to adhere to those standards. The Co-located On-Line Messenger will provide a written response to the Department: 1) Acknowledging receipt of the revised or additional requirement; and 2) acceptance of the revised or additional requirement. Failure to provide written acknowledgement and acceptance shall constitute grounds for terminating the co-location contract, at the discretion to the Department.

1.0 Facility Requirements:

1.1 Location:

- 1.1.1 The Co-located On-Line Messenger(s) shall provide space for a Photo License Center (PLC) within its OLM Service Center and must meet the approval of the Department.
- 1.1.2 Each selected site must be able to support at least 100 face-to-face OLM transactions a day in addition to the transactions conducted by the PLC.
- 1.1.3 Each OLM/PLC shall have an acceptable appearance to the Department and must comply with all applicable federal, state and local laws. The OLM/PLC must be fully accessible to persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA) requirements.

1.2 Parking:

- 1.2.1 Each OLM/PLC facility shall have a minimum of 10 customer reserved, off-street parking spaces for the PLC in addition to the parking spaces needed for the OLM. Any adjustment made to the parking requirements must first be justified by the applicant and approved by the Department.
- 1.2.2 Each OLM/PLC facility shall have at least two additional parking spaces designated for customers with disabilities, in accordance with the Americans with Disabilities Act. OLM employees shall not use these spaces. Any adjustment made to the parking requirements must first be justified by the applicant and approved by the Department.
- 1.2.3 Each OLM/PLC facility shall have adequate parking as determined by the Department to support the transaction volume.
- 1.2.4 Should local parking ordinances prohibit the proposer from meeting these requirements a copy of those ordinances should be made part of the proposal in answer to these parking requirements. Limited parking could become a factor for the selection committee to consider while reviewing proposals to this RFP.

1.3 Interior:

1.3.1 Layout/Requirements:

The interior of each OLM/PLC facility shall provide in its design and physical layout the following:

- 1.3.1.1 An area designated for the Photo License Center (PLC). The PLC, at minimum, shall be large enough to

accommodate all PLC employee workstations, customer service counters, customer waiting area, and secure storage area. Refer to Appendix F for a footprint outlining the minimum space requirements for the secure storage area and employee workstations. The footprint includes a suggested layout for a one-camera/workstation PLC. Sites with more than one camera/employee workstation shall be big enough to accommodate all camera/workstations. Applicants shall include a floor plan with their proposals. This floor plan will be clearly marked indicating the OLM area, the PLC area, a secure storage area for the OLM, and a secure storage area for the PLC.

- 1.3.1.2 The Co-located On-Line Messenger shall provide an ADA-accessible bathroom for customer and employee use.
- 1.3.1.3 The Co-located On-Line Messenger shall provide a break room or refreshment area for PLC employee use. The break room or refreshment area is not needed exclusively for the PLC and may be shared by the OLM employees.
- 1.3.1.4 Within the OLM/PLC facility, the Co-located On-Line Messenger shall designate a separate area for PLC customer service counters and employee workstations. Customers entering the PLC shall not have access to the employee workstations behind the PLC customer service counter area. Employee workstations shall be behind the PLC customer service counter area and accessible from the public service area only through a gate or a door. The number of workstations required is listed in Appendix D.
- 1.3.1.5 The PLC customer service area shall include a counter, located directly in front of the employee workstations, and a picture chair situated in front of a Department-provided backdrop needed for customer photos. Also, the Department may require an additional chair at the PLC service counter area, where the customer may sit to answer questions before moving to the picture chair.
- 1.3.1.6 The Co-located On-Line Messenger shall provide a designated PLC customer waiting area. The customer waiting area shall be conveniently located to the PLC service counter. If the PLC area is located within the same room as the OLM service area, the waiting area may be shared by both the OLM and the PLC. The customer service area shall be large enough to accommodate customer traffic moving about the OLM/PLC and include ten waiting chairs per camera system, a mirror for customer

use, a take-a-number system, and an information/publications rack.

1.3.1.7 The Co-located On-Line Messenger shall provide adequate floor space in relation to waiting customers and anticipated transaction volumes.

1.3.1.8 The applicants must provide a description and photos of their processing area, waiting area and their queue management plan for the OLM/PLC facility.

1.3.1.9 Adjustments may be made in layout requirements, if deemed desirable by the Department.

#### 1.3.2 Storage Requirements:

1.3.2.1 At each OLM/PLC facility the Co-Located On-Line Messenger shall provide a Department-approved secure storage area for the OLM PennDOT product stock and a separate Department-approved secure storage area for the PLC, which includes a safe for storing sensitive materials needed to produce driver license/ID card products, and space for storing forms and other non-sensitive supplies and equipment. The PLC secure storage area shall, at minimum, be 64 square feet (8ft. x 8ft.), containing a solid core door construction, secured hinges, no windows, secured ceiling, and a deadbolt lock requiring key access. Interior construction of the secure storage area must accommodate the following:

- Department-approved safe containing a security device
- Storage of consumables and form inventory.

1.3.2.2 The Department, in writing, may waive minimum floor space requirements for PLC secure storage area if the Co-located On-Line Messenger justifies a departure from the minimum requirements and the Department accepts the justification.

#### 1.4 Utilities:

1.4.1 Each OLM/PLC facility must have adequate heating and air conditioning and maintain a 68-degree temperature in the winter and a 75-degree temperature in the summer.

- 1.4.2 All OLM/PLC facilities must have a telephone provided by the Co-located On-Line Messenger dedicated for the OLM operations. The telephone must be equipped with an answering machine or voice mail for use after hours containing a prerecorded message stating OLM and PLC hours of operation and any other pertinent information identified by the Department.
- 1.4.3 Each PLC photo workstation requires a minimum of 5 three-prong duplex electrical outlets to meet program needs. These outlets must operate on 110 volt, 60 hertz AC and meet National Electric Code Standards.
- 1.4.4 The Co-located On-Line Messenger will be responsible for utilities including security alarms; however, the Department reserves the right to order, install, and maintain telecommunication lines necessary for the operation of phones, faxes, and photo equipment communications within the PLC. The Department's photo license service contractor and the Department's photo license equipment contractor will be responsible for PLC telecommunication lines and costs.

1.5 Facility Maintenance:

- 1.5.1 The Co-located On-Line Messenger must provide the following repair/maintenance services. The Department reserves the right to require additional repair/maintenance services, if needed, to ensure a clean, safe and professional atmosphere is maintained at all times.
  - 1.5.1.1 Office cleaning shall be performed during non-business hours for each business day the facility is open.
  - 1.5.1.2 Site refuse disposal (weekly).
  - 1.5.1.3 Electricity, lighting, heating, air-conditioning, as needed.
  - 1.5.1.4 Repair damage due to vandalism, break-in, water, fire, wind, or extreme deterioration.
  - 1.5.1.5 Snow and ice removal and grounds maintenance.
  - 1.5.1.6 Pest control, as needed.
  - 1.5.1.7 Entry floor mats cleaned every other week in fair weather and weekly in winter months.
  - 1.5.1.8 Recharging of fire extinguisher, as required by law.

- 1.5.1.9 Alarm system maintenance, or replacement, as needed.
- 1.5.2 Repair work must be completed in a reasonable amount of time. The Department will determine what constitutes a "reasonable amount of time."
- 1.6 Furnishings:
  - 1.6.2. The Co-located On-Line Messenger will ensure that each OLM/PLC facility is furnished with the following items for the PLC:
    - 1.6.2.1 One picture chair per camera system.
    - 1.6.2.2 Ten matching waiting chairs per camera system.
    - 1.6.2.3 One mirror.
    - 1.6.2.4 Entry floor mats.
    - 1.6.2.5 Sufficient fire extinguishers to meet State and local requirements.
    - 1.6.2.6 One take-a-number system, as approved by the Department.
    - 1.6.2.7 One information rack, as approved by the Department.
    - 1.6.2.8 One "Opened/Closed" sign or other appropriate signage approved by the Department.
    - 1.6.2.9 The safe provided by the Co-located On-Line Messenger shall be the same or equivalent as the safe currently used in the Department's Photo License Centers. The current safe used in the Department's Photo License Centers is the Gardall safe, model 1818/2. Features of this safe are attached in Appendix G. The safe shall be raised an approximate 20" via pedestal, and the safe shall be bolted through the pedestal to the floor. All PLC safes and placement of the safes shall be approved by the Department.
    - 1.6.2.10 One Department-approved workstation per camera system. See Appendix D for the number of workstations per site.
    - 1.6.2.11 One Department-approved customer service counter.
  - 1.6.3. The Department's photo equipment contractor, not the Co-located On-Line Messenger, shall be responsible for relocation, repair, and

replacement of the photo license computer and mechanical equipment used to produce photo license products. The Co-located On-Line Messenger will be responsible to provide repairs and replacement, if necessary, of all Department-required PLC furnishings including the take-a-number system.

2.0 Hours of Operation:

- 2.1 Each Photo License Center will be open for business in accordance with Appendix D. The Department reserves the right to increase or decrease the days and/or hours of Photo License Center operations based on customer demand and Departmental need. The Department reserves the right to decide holiday hours for the Photo License Center.
- 2.2 It is not necessary for the On-Line Messenger processing area of the Co-Located On-Line Messenger site to maintain the same hours as the Photo License Center.

3.0 Service Personnel and Staffing Requirements:

- 3.1 The Department reserves the right to require the removal of all individuals who are employed in any capacity by the Co-located On-line Messenger for this Contract.
- 3.2 The Co-located On-Line Messenger will designate one manager who directs the operations and will be the Department contact person. The Co-located On-Line Messenger shall provide, as a condition of the contract, competent, continuous supervision and instruction to ensure that each OLM/PLC facility is properly operated. A designated site supervisor must be available during all hours of PLC operation.
- 3.3 The Department reserves the right to make unannounced center visits to observe and inspect OLM/PLC facility operations.

4.0 Distribution of Materials:

- 4.1 Only materials approved by the Department may be displayed, or disseminated within the designated OLM/PLC facility.
- 4.2 All advertising (television, radio, Internet, billboard, newspaper, magazine, yellow pages, etc.) for PLC services must have prior approval of the PennDOT Photo License Program Manager.

5.0 Signs and Postings:

- 5.1 The following signs may be required by the Department. The Co-located On-Line Messenger shall display and install Department-approved signs as directed by the Department.
- 5.1.1 An on-site identification sign and/or façade signage. Sign shall indicate “PennDOT PHOTO LICENSE CENTER.” Signs must be clearly visible and recognizable by the customers.
  - 5.1.2 Photo License Center parking and persons with disabilities parking signs;
  - 5.1.3 Signs displaying an arrow showing direction to the entrance;
  - 5.1.4 Signs displaying days and hours of operation;
  - 5.1.5 Signs displaying days and hours of operation for the Photo License Center.
  - 5.1.6 Department-provided Holiday closings for the Photo License Center.
  - 5.1.7 “Opened” and “Closed.”
  - 5.1.8 Emergency contact information (must be displayed at all times).
- 5.2 The Co-located On-Line Messenger shall provide the following Department-approved interior signs and postings at each OLM/PLC facility:
- 5.2.1 Emergency information and instructional postings;
  - 5.2.2 Exit and Emergency Exit signs;
  - 5.2.3 “Right-to-Know” postings;
  - 5.2.4 No smoking signs;
  - 5.2.5 Program posters or photos as required by the Department.
- 5.3 The Co-located On-Line Messenger shall not place any additional signs in the Photo License Center unless approved by the Department.
- 5.4 At no time shall handwritten signs be posted.
- 5.5 Sign replacement due to vandalism, mutilation, or extreme deterioration is the responsibility of the Co-located On-Line Messenger. The Co-located On-Line Messenger will replace indoor signs and postings periodically if deterioration occurs.

6.0 Equipment/Hardware/Telecommunications:

6.1 Each Co-located On-Line Messenger is required to have an e-mail address to facilitate communication.

7.0 Security/Safety:

7.1 The Co-located On-Line Messenger shall submit its proposal for the method of security which it intends to employ at each location for safeguarding all equipment and supplies. Specific and comprehensive security plans for each PLC/OLM facility shall be required. Such plans shall serve to maximize the security potential and minimize the security risk at each site. The Department shall approve all initial security plans and modifications made to security plans. Department approval on routine maintenance is not required.

7.2 Each PLC/OLM facility shall have and use an electronic security system that is in good working order.

7.3 Theft or loss of photo license stock due to lack of proper security, may result in the immediate termination of the Co-located On-Line Messenger's contract.

7.4 Upon the Co-located On-Line Messenger's receipt of a report or information of any kind which indicates that an PLC/OLM employee or any person responsible for the operation, supervision or management of PLC/OLM operations may be party to the fraudulent use of equipment, materials or information, the Co-located On-Line Messenger shall notify the Department in writing within 24 hours. Written notice to the Department shall be by fax, registered mail, e-mail, or receipted delivery to the PennDOT On-Line Messenger Program Manager.

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

- The names, addresses, social security numbers and dates of birth of all suspected personnel;
- A list of all times at which the suspected personnel has been or will be scheduled to perform his/her job duties;
- The names, addresses, and telephone numbers of the direct supervisor of the suspected personnel;
- A description of the nature of the suspected fraudulent activity;
- A statement of the manner in which the messenger service gained knowledge of the alleged fraudulent activity;
- The names, addresses, and telephone numbers of all informants and other persons having knowledge of the alleged fraudulent activity;

- Copies of all the reports, logs or other written information which could document, clarify or in any manner assist in the investigation.
- 7.4.1 The Department shall, upon receipt of proper written notice, request an official investigation of the reported activity. The PLC/OLM manager shall be the key point of contact for the effective coordination of the investigation effort.
  - 7.4.2 Upon the Department's receipt of a report or information of any kind which indicates that an PLC/OLM employee or any person responsible for the operation, supervision or management of PLC/OLM operations may be party to the fraudulent use of equipment, materials or information, the Co-located On-Line Messenger's authorization to operate the PLC/OLM facility may be suspended until the completion of an official investigation. If it is determined that such activity occurred, the Department may terminate the Co-located On-Line Messenger's contract.
  - 7.5 In the event of any incident of a break-in, theft, fire, or vandalism, the Co-located On-Line Messenger shall immediately notify the Department by telephone or fax, and shall additionally provide to the Department, in writing, within twenty-four hours, a detailed account of the incident.
  - 7.6 Each PLC/OLM facility must include a functioning Department-approved alarm system which must notify the responsible law enforcement agency immediately should any unauthorized entry to the OLM/PLC facility occur. (The alarm system must include a functioning cellular back-up system that will ensure that alarm notification will occur in the event that telephone line service is interrupted.) The alarm system must include a silent alarm in the Photo License Center for operator notification to the responsible law enforcement agency should any robbery attempt occur during operating hours. The alarm system must include a mechanism to protect Central Processing Units (CPUs) and printers.
  - 7.7 The Co-located On-Line Messenger is responsible for providing functioning alarm service at its Photo License Center 24 hours a day, 7 days a week. Designated PLC/OLM employees shall be assigned a unique security access code. In the event there is no functioning security alarm system at a site, the Co-located On-Line Messenger must provide security guard coverage until the alarm is repaired. In addition, the Co-located On-Line Messenger shall notify the PennDOT On-Line Messenger Program Manager verbally within 24 hours, and with written confirmation within 5 calendar days of the alarm malfunction and the name of the security firm providing security guard coverage.
    - 7.7.1 Modifications to alarm systems and security may be required by the Department and shall be performed by the Co-located On-Line Messenger at the Department's request.
    - 7.7.2 The Co-located On-Line Messenger shall provide alarm activity reports at

the request of the Department. Reports shall include ID information, time and date of alarm sets and disarms. Additionally, upon the request of the Department, the Co-located On-Line Messenger's alarm provider shall provide information regarding alarm calls, responder conversations, and notifications to police.

- 7.8 The Co-located On-Line Messenger will have at least three responders on the call list for each stand-alone site. Notifications will be forwarded to the PennDOT On-Line Messenger Program Manager for each alarm activation within seven business days of occurrence. The report will identify the reason or reasons why the alarm was activated, who responded to the call, action taken and any suggestions as to improve security or steps to prevent similar occurrences. The Co-located On-Line Messenger will be accountable for all costs associated with occurrences of false alarms.
- 7.9 The employee's security alarm code shall be deleted within two hours of an PLC/OLM's employee's termination. For Photo License Center employees, the Co-located On-Line Messenger shall delete the employee's security alarm code within two hours of notification that a Photo License Center employee is terminated. Notification may come from the Department or the Department's Photo License Service contractor. Additionally, if a terminated OLM/PLC employee is a key holder, the Co-located On-Line Messenger has 48 hours to retrieve the key(s).
- 7.10 All packages and deliveries addressed to the Photo License Center shall be made to the Photo License Center directly. Only Photo License Center staff may sign for Photo License Center deliveries, unless approved by the Department.
- 7.11 The Co-located On-Line Messenger shall be responsible for coordinating same day maintenance on all safes or replacement of safes not repairable. Safe repair or replacement shall be accomplished within 12 hours of malfunction. Immediately upon knowledge that the safe is malfunctioning, the Co-located On-Line Messenger will contact the PennDOT On-Line Messenger Program Manager.
- 7.12 Other than as provided in this Agreement, the Co-located On-Line Messenger agrees that it shall not sell, assign, or otherwise transfer any information or portions of information obtained pursuant to the Agreement to any other party. The Co-located On-Line Messenger shall not use any record information so obtained pursuant to this Agreement for any purpose other than those as specifically authorized by this Agreement; Title 75, Section 6114 of the Vehicle Code, 75 Pa. C.S. § 6114, Limitation on Sale, publication and disclosure of records; Title 67, Pennsylvania Code, Chapter 95, Sale, Publication or Disclosure of Driver, Vehicle and Accident Records and Information; the Federal Driver's Privacy Protection Act, 18 U.S.C. §§2721 et seq.; and the Federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.
- 7.13 The Department expressly reserves the right to require the Co-located On-Line

Messenger implement additional security measures determined to be necessary in the sole discretion of the Department. The Co-located On-Line Messenger will provide a written response to the Department: 1) Acknowledging receipt of the revised or additional requirement; and 2) acceptance of the revised or additional requirement. Failure to provide written acknowledgement and acceptance shall constitute grounds for terminating the co-location contract, at the discretion of the Department.

8.0 Bond:

The Co-located On-Line Messenger shall maintain with the Department a Performance Bond in the amount of \$100,000 for the approved PLC/OLM facility and \$50,000 for each additional site. If a Co-located On-Line Messenger is approved to automate more than three sites, it shall maintain with the Department a bond not to exceed \$200,000. The Performance Bond shall be executed by a surety company authorized (by law) to transact business (with) in this Commonwealth. After notification of selection, the Selected Offeror must secure a Performance Bond prior to execution of the contract. The Department will not issue a Notice to Proceed until the appropriate bond is in place.

- 8.1 The Performance Bond shall be for the use and benefit of the Department and persons who have sustained a monetary loss within the limitations of the Performance Bond attributable to the intentional or negligent conduct of the Co-located On-Line Messenger, its agents or employees.
- 8.2 If the amount of the Performance Bond is decreased, or if there is a final judgment outstanding on the Performance Bond, the Co-located On-Line Messenger's on-line access shall be suspended (or terminated) until steps are taken, satisfactory to the Department, to restore the original amount of the Performance Bond.
- 8.3 If the Performance Bond is terminated or becomes unsatisfactory for any reason, the authorization to operate PLC/OLM facilities will be suspended or terminated until the Co-located On-Line Messenger furnishes the Commonwealth with a satisfactory substitute Performance Bond in the amount required by the Department. If the Co-located On-Line Messenger does not furnish the Commonwealth with a satisfactory substitute bond in the amount required by the Department within 15 days from the time the bond is terminated or becomes unsatisfactory for any reason, the Co-located On-Line Messenger's contract will be terminated in its entirety.

## **APPENDIX F**

# **MINIMUM SPACE REQUIREMENT DIAGRAM**

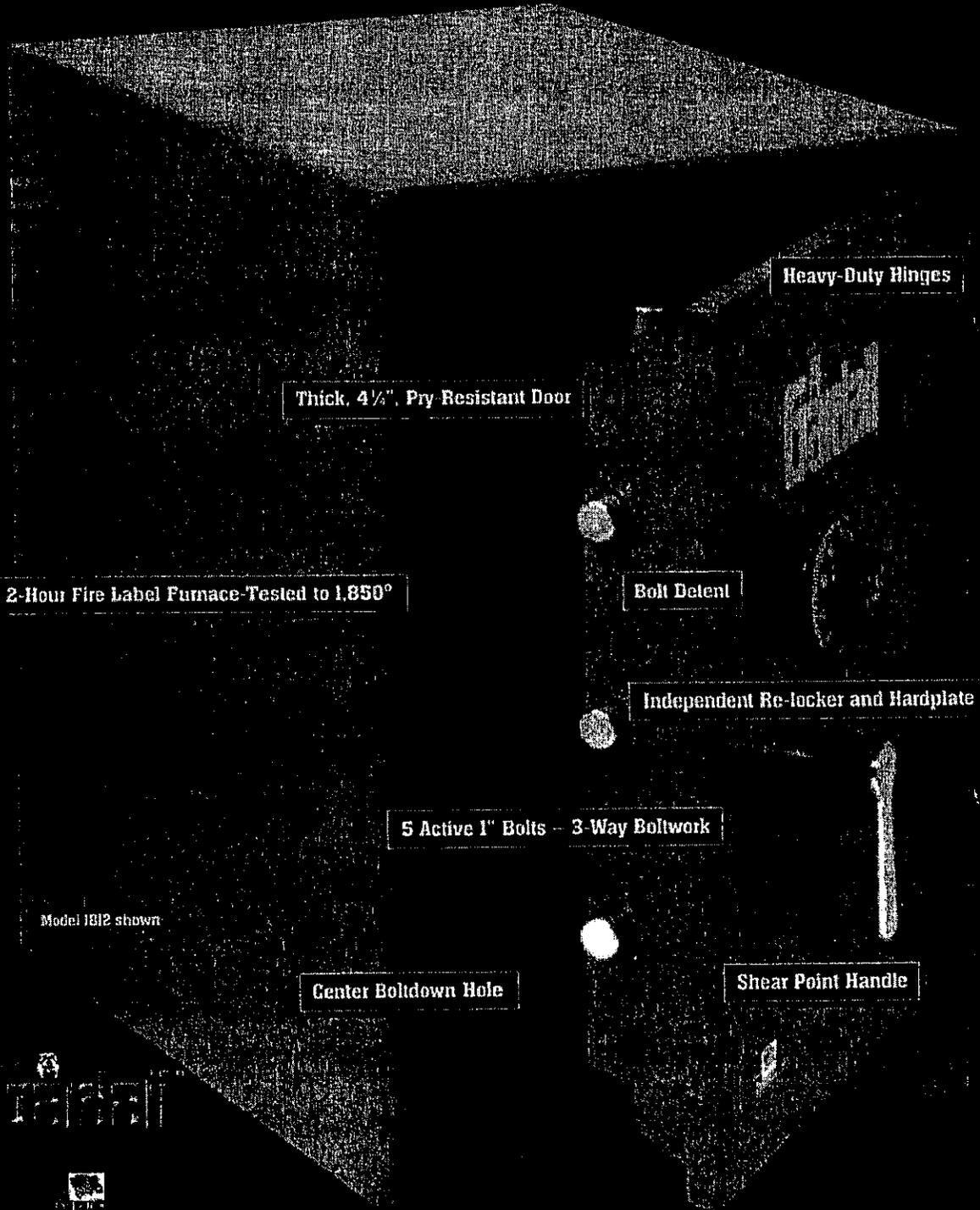


**APPENDIX G**

**SAFE INFORMATION**

# Gardall's New 2-Hour Series

## The Finest in the Industry



Heavy-Duty Hinges

Thick, 4 1/2" Pry Resistant Door

2-Hour Fire Label Furnace-Tested to 1,850°

Bolt Detent

Independent Re-locker and Hardplate

5 Active 1" Bolts - 3-Way Boltwork

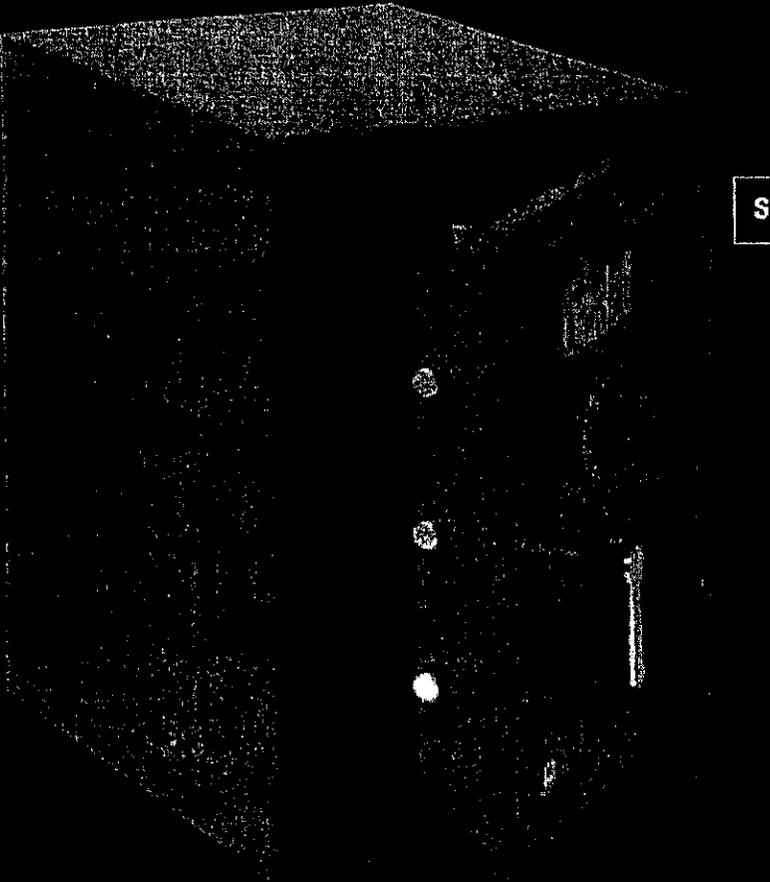
Model 1812 shown

Center Boltdown Hole

Shear Point Handle



## Gardall's New Two-Hour 2-Hour Series With the Most Features in the Industry



The 2-Hour Series safes use the latest in design engineering. This new technology allows Gardall to manufacture the 2-Hour Series with fewer parts, meaning less welding and more security. Our laser cut manufacturing creates a very repeatable manufacturing process. With this, a greater number of parts are interchangeable and the consumer truly gets a better designed product.

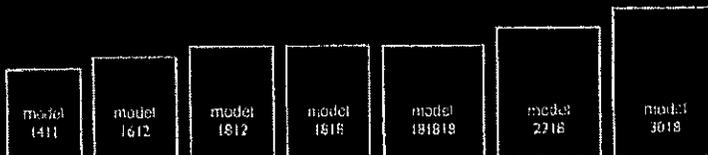
### Standard Features

- Thick 4 1/2" door with recessed anti-pry design. Safe walls are 2 1/2" thick
- Five active bolts that lock in 3 directions, massive 1" diameter round bolts that extend deep into the safe's body (models 1812-3018)
- Center bolt down hole with hardware included for easy installation
- Bolt detent, allowing all bolts to remain retracted until closed, preventing bolt scars on the body as well as damage to the boltwork (models 1812-3018)
- Plush carpeted quality interior to protect jewelry and valuables (models 1812-3018)
- UL listed Group II high security lock, mechanical or electronic are available
- 2-hour fire label, furnace-tested to 1,850°, safe's interior temperature was less than 350°
- Solid chrome-plated handle with shear point to prevent the safe from being forced open by handle attack
- Independent re-locker and hardplate to prevent drilling attack on locking mechanism
- Lifetime replacement guarantee

### Optional Features

- Key locking dial
- Gold trim with rich color exteriors (Black, Burgundy, Hunter Green)

Model	Inside Dimensions H x W x D	Outside Dimensions H x W x D	Cubic Inches	Shipping Weight	# of Shelves
1411/2	14 x 11 x 11	21 x 16 1/4 x 18 1/4	1693	230 lbs.	0
1612/2	16 x 12 x 12	23 x 17 1/4 x 19 1/4	2304	275 lbs.	1
1812/2	18 x 12 x 12	25 x 17 1/4 x 19 1/4	2592	305 lbs.	1
1818/2	18 x 12 x 18	25 x 17 1/4 x 25 1/4	3688	360 lbs.	1
181818/2	18 x 18 x 18	25 x 23 1/4 x 25 1/4	5832	475 lbs.	2
2218/2	22 x 18 x 18	29 x 23 1/4 x 25 1/4	7120	550 lbs.	2
3018/2	30 x 18 x 18	37 1/4 x 23 1/4 x 25 1/4	9720	620 lbs.	3



[www.gardall.com](http://www.gardall.com)

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PREMIUM QUALITY SAFES

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(800) 722-7233



**APPENDIX H**  
**PROPOSAL COVER SHEET**

**APPENDIX H - PROPOSAL COVER SHEET  
COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF OFFICE SERVICES  
RFP# 359R06**

<b>Offeror Information:</b>	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
SAP Vendor Number	

<b>Submittals Enclosed:</b>	
<input type="checkbox"/>	Technical Submittal

<i>Signature</i>	
<p>Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:</p>	
Printed Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL.**



**pennsylvania**  
DEPARTMENT OF TRANSPORTATION  
www.dot.state.pa.us

November 13, 2009

RE: Addendum #1 to Project No. RFP 359R06  
"Co-location of Photo License Centers with On-Line Messenger Service Centers"

To: All Interested Offerors

This is Addendum #1 to Project No. RFP 359R06, "Co-location of Photo License Centers with On-Line Messenger Service Centers." This addendum is a copy of the questions and answers submitted in accordance with Page 2, Section I-9 of the RFP.

All sealed proposals must be received by Beverly Ward, Contract Administrator, Pennsylvania Department of Transportation, Bureau of Office Services, 400 North Street, 5<sup>th</sup> Floor, Harrisburg, PA 17120-0041 **on or before 1:00 PM on November 23, 2009.**

You may call me at (717) 783-8868 for administrative questions at any time.

Sincerely,

A handwritten signature in cursive script that reads "Beverly Ward".

Beverly Ward  
RFP Administrator  
Bureau of Office Services

Attachment

"Co-location of Photo License Centers with On-Line Messenger Service Centers"  
RFP 359R06  
Submitted Written Questions  
November 13, 2009

**Q1. The Photo Center near me is not on the list; however I understand that the site at Bortendale, PA may be moving. Is this correct? Is there any chance of it becoming a Photo/OL Mess Center? Is there any idea where it would be located?**

*A1. Appendix D of RFP 359R06 lists the addresses of current co-location sites for contracts that will expire in 2010. The purpose of RFP 369R06 is to replace the six contracts that will expire for those locations. The second paragraph of Section IV-1b on Page 12 of RFP states: "Each co-located OLM/PLC site shall remain in the county where it is currently located. PennDOT prefers that if sites must be relocated, they remain within three miles of existing sites. Offerors may, however, propose facilities outside of this three-mile radius for PennDOT's consideration."*

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**Q2. In reviewing the documents provided by PennDOT, it appears that a surety bond is required. In order to process the required bond in a timely manner, would it be possible to send a copy of the bond form required. Also, can you please confirm that both the surety bond and the insurance requirements are required as part of the RFP submission.**

*A2. A sample performance bond is attached. The third sentence of Section 8.0, Bond on Page 12 of Appendix E, states, "Co-Located On-Line Messenger Photo License Center (OLM/PLC) Program Requirements" states: "After notification of selection, the Selected Offeror must secure a Performance Bond prior to execution of the contract. The Department will not issue a Notice to Proceed until the appropriate bond is in place." A bond, therefore, is not required as part of the RFP submission. A Certificate of Liability Insurance in accordance with Item 2 Insurance Requirements of Appendix B, "Special Contract Terms and Conditions" will also be required after notification of selection and, therefore, is not required as part of the RFP submission.*

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## PERFORMANCE BOND

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

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

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

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

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

1. Any suit under this bond must be instituted within one (1) year of the termination date of the Contract.

2. Suit under this bond may be brought only by the Commonwealth of Pennsylvania, its Department of Transportation and/or its Bureau of Driver Licensing.

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

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

ATTEST OR WITNESS:

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

BY

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

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

ATTEST OR WITNESS:

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

BY

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

\_\_\_\_\_  
Attorney-in-fact