



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

February 24, 2010

Ms. Cindy Palecek
Owner
Commonwealth Auto Tags
978 High Street
Pottstown, PA 19464

RE: Project No. 359R06-5
"Co-location of Photo License Centers with On-Line Messenger Service Centers"

Dear Ms. Palecek:

Attached is an executed copy of Contract No. 359R06-5 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 15, 2010 as the effective date for the notice to proceed. The completion date for this project is June 14, 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 359R06-5

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 18th day of February, 2010, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PENNDOT"), and Commonwealth Auto Tags ("CONTRACTOR").

Cindy Palecek d/b/a

CP
4/28/10

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 Pottstown 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.

CONTRACT 359R06-5

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 Commonwealth Auto Tags ("CONTRACTOR").

Cindy Palecek dbla

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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 [Signature] 1/28/10
NAME DATE

BY Owner
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 Beneby Ward 1/28/10
TITLE DATE
RFP Administrator

APPROVED AS TO LEGALITY
AND FORM

BY Michael J. Flinn
For Chief Counsel 1/28/10 DATE 1/28/10

BY Amy M. Ellett 2/18/10
Deputy Attorney General DATE

BY [Signature] 2.1.10
Deputy General Counsel DATE

RECORDED NO. _____
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____
AMOUNT None encumbered

BY [Signature] 2/1/10
For Comptroller DATE

SPECIAL CONTRACT TERMS AND CONDITIONS

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.

**STANDARD CONTRACT
TERMS AND CONDITIONS FOR SERVICES**

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the Contracting Officer after the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully-executed Contract has been sent to the Contractor. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Contract. The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

2. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

3. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

4. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

5. POST-CONSUMER RECYCLED CONTENT

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

6. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

7. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and

submit a "Work in Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

8. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or purchase order.

9. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

10. WARRANTY

The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the contract, all services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the Commonwealth. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the contract. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

12. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

13. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

14. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

15. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

16. DEFAULT

- a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 18, Termination Provisions) the whole or any part of this Contract for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;
 - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 7) Insolvency or bankruptcy;
 - 8) Assignment made for the benefit of creditors;
 - 9) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 11) Breach of any provision of this Contract.
- b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.
- c. If the Contract is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 19, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

17. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

18. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the contract. The contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 16, Default, upon written notice to the

Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

19. CONTRACT CONTROVERSIES

- a. in the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

20. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph 20, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee

agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

22. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

23. CONTRACTOR RESPONSIBILITY PROVISIONS

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

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717) 783-6472
FAX No. (717) 787-9138

24. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

25. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
 - 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) ~~The chemical or common name of hazardous substances consisting .1.0% or~~ more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,

- b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. ~~Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.~~

26. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to

deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage; or contingent fee.

27. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. INTEGRATION

The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

29. CHANGE ORDERS

The Commonwealth reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 19, "Contract Controversies".

For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

**EXHIBIT A-1
 CONSTRUCTION PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² ---White, Off-White, Pastel Colors ---Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material	100	-
	Recovered Material	20	-
	Recovered Material	50	-
Shower and Restroom Dividers/Partitions:	Plastic	20	-
	Steel ⁴	16	9
		67	33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion	15	-
	Burlap	40	-
	Carpet Fabrication Scrap	-	100
	Tire Rubber	60	-
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash	-	15
	Tire Rubber	-	85
	Steel	16	9
		67	33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³ The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-3
 PAPER PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20

Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25 40
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

**EXHIBIT A-4
 LANDSCAPING PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: ----Paper ----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: ----Rubber and/or Plastic	60% (post-consumer)
Soaker Hose: ----Rubber and/or Plastic	60% (post-consumer)
Lawn and Garden Edging: ----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: ----HDPE ----Mixed Plastics/Sawdust ----HDPE/Fiberglass ----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed ~~Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed~~ Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5
 MISCELLANEOUS PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel ¹ -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) + 10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports ²	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood ³ -----Other Organics/Multimaterials ⁴	90% (post-consumer) + 10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel ²	50% (post-consumer) 10% (total) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

²The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³"Wood" includes materials such as sawdust and lumber mill trimmings.

⁴Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

²The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidder's Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-6
 NONPAPER OFFICE PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) +9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-7
 PARK & RECREATION PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth must contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content¹
Park Benches & Picnic Tables:	
----Plastic ²	90% (post-consumer) + 10% (recovered)
----Plastic Composites	50% (post-consumer) + 50% (recovered)
----Aluminum	25% (post-consumer)
----Concrete	15% (total)
----Steel ³	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses ⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment	
----Plastic ³	90% (post-consumer) + 10% (recovered)
----Plastic Composites	50% (post-consumer) + 45% (recovered)
----Steel ⁴	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
----Aluminum	25% (post-consumer)
Playground Surfaces:	
----Plastic or Rubber	90% (post-consumer)
Running Tracks:	
----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

**EXHIBIT A-8
 TRANSPORTATION PRODUCTS
 RECYCLED CONTENT**

(A) REQUIREMENT

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content ¹
Traffic Cones: ---Plastic (PVC and LDPE) ---Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): ---Plastic (HDPE, LDPE, PET) ---Steel ² ---Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: ---Plastic and/or Rubber ---Concrete Containing Coal Fly Ash ---Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: ---Channelizers: ---Plastic ---Rubber (base only) ---Delineators: ---Plastic ---Rubber (base only) ---Steel (base only) ² ---Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor: _____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

Title

Date

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, 5TH 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 beward@state.pa.us .	Potential Offerors	10:00 AM 11/10/09
Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) 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 th 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, 5th Floor, Harrisburg, PA 17120-0041, 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. 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, 5th 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. 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.

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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

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

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 Mall 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

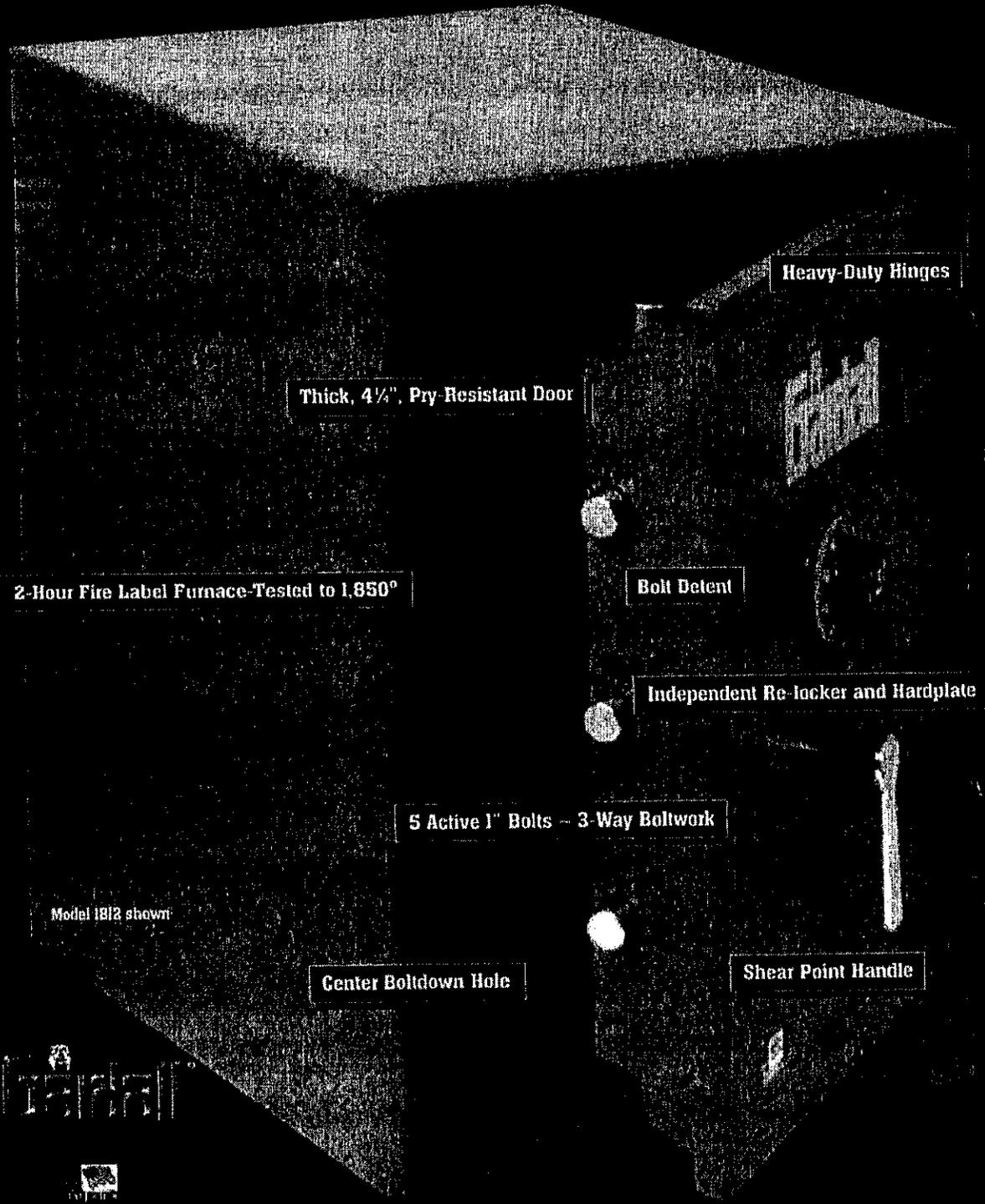
MINIMUM SPACE REQUIREMENT DIAGRAM

APPENDIX G

SAFE INFORMATION

Gardall's New 2-Hour Series

The Finest in the Industry



Heavy-Duty Hinges

Thick, 4 1/4", 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

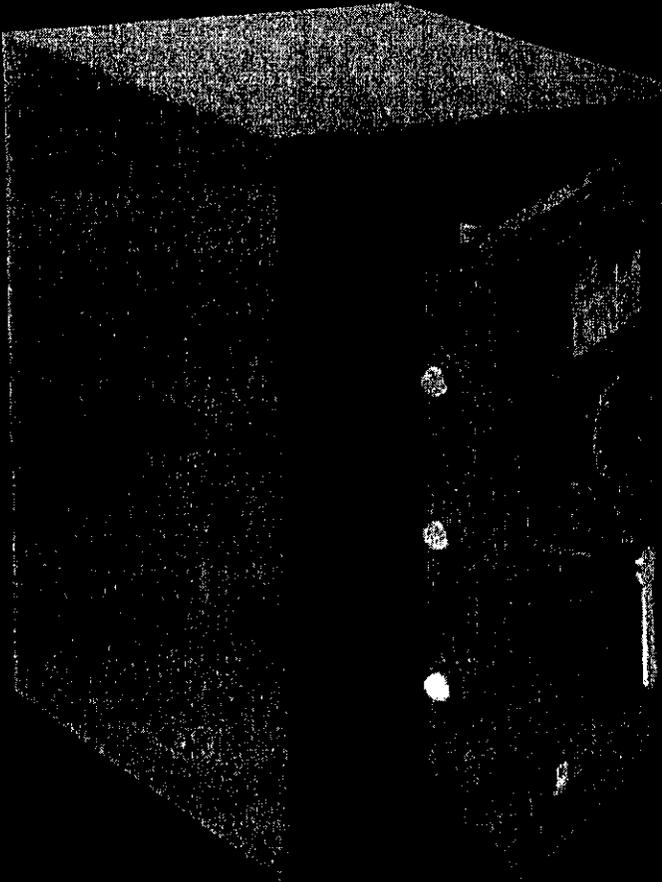
Model 1812 shown

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	3888	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



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APPENDIX H

PROPOSAL COVER SHEET

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

Offeror Information:	
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	

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

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
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, 5th 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."

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.

**Commonwealth Auto Tags
978 High Street
Pottstown, PA 19464
610 326 3330
EIN # 23 2285759**

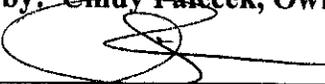
On-Line Messenger Site #3D

Proposal for RFP #359R06

**Renewal of Co-Location
OLM/PLC**

**Submitted to:
Beverly Ward
Bureau of Office Services
Commonwealth Keystone Building
400 North Street 5th Floor
Harrisburg, PA 17120-0041**

Submitted by: Cindy Palecek, Owner

Signed: 
Dated November 23, 2009

Proposal good for 240 days

INTRODUCTION

Members of the Review Committee:

My name is Cindy Palecek, with over 30 years of continuous motor vehicle experience and owner of Commonwealth Auto Tags - Reading, Pottstown, West Reading, Norristown, Levittown, and Audubon.

This proposal contains all the necessary elements to gain approval/renewal of the Pottstown Co-located Photo License Center which is currently Co-located in our Pottstown office under contract # 354R21-1 to expire 6/14/10.

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PART II

PROPOSAL REQUIREMENTS

II - 1. STATEMENT OF THE PROBLEM

In an effort to continue to offer convenient Photo License Centers to the general public and and reduce operating costs to the Department, PennDOT is looking to secure the Pottstown Co-Located PLC for another term of 5 years.

II - 2. MANAGEMENT SUMMARY

Commonwealth Auto Tags has provided for the last five (5) years interior space, utilities, secure storage (Gardall Safe), maintenance, furnishings and adequate parking to accommodate the approximate 100 walk-in photo license customers daily at no cost to the Department. A timeline for completing this project is, therefore, not necessary.

II - 3. WORK PLAN

The Pottstown Co-Located PLC is currently operational.

II - 4. PRIOR EXPERIENCE

The Pottstown PLC has successfully co-located with the Pottstown location of Commonwealth Auto Tags for the past five (5) years without interruption. Commonwealth Auto Tags has been an On-Line Messenger since 1994.

II - 5. PERSONNEL

Contact person for this Co-Located PLC will remain Cindy Palecek, Owner, Commonwealth Auto Tags, 4720 Perkiomen Ave, Reading, PA 19606 (main office); 610.779.2111 (office), 610.779.8090 (fax). Cindy Palecek has over 30 years of motor vehicle and driver license service in Pennsylvania and NJDMV. Commonwealth Auto Tags has been part of the On-Line Messenger program since 1995 with several Certificates of Achievement for 100% Audit Quality Rating, the most recent awarded November, 2009.

II - 6. TRAINING

Training for the PLC employees is provided by the PIBH.

II - 7. FINANCIAL CAPABILITY

The Pottstown PLC currently is operational. Should financial documents become necessary, they will be provided upon request.

II - 8. OBJECTIONS/ADDDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS

Acknowledged.

II - 9. COST SUBMITTAL

It is understood that there will be no cost data required for the proposal as it is a no-cost contract to PennDOT.

PART IV
WORK STATEMENT

IV - 1. Objectives

General - Commonwealth Auto Tags location in Pottstown has been an On-Line Messenger since 1995, and currently houses the Pottstown PLC.

Specific - There will be no lost operating hours. Commonwealth Auto Tags is seeking renewal of the current contract.

IV - 2. Nature and Scope

Read and understood.

IV - 3. Requirements

Commonwealth Auto Tags has been an On-Line Messenger service since 1995 and has maintained continuous contracts with PennDOT to the current date. Commonwealth Auto Tags has no sanctions and can meet all applicable program requirements. Commonwealth Auto Tags has not been the subject of any disciplinary actions and has maintained OLM Quality Ratings of 98% or better.

a. Emergency Preparedness

Current Pottstown Co-Located PLC has a separate entrance and security alarm codes thereby making that part of the co-location self-sufficient. If Commonwealth Auto Tags' employees are not able to maintain a presence in the OLM office, the currently operational PLC has access to their facility 24/7. It is understood that the PIBH provides staffing for the PLC. Additionally, Commonwealth Auto Tags maintains two (2) locations within ten (10) miles of our currently co-located PLC in Pottstown. This will give us access to additional personnel to keep the OLM side of the co-located operation open to the public in the case of a manageable emergency situation, including a pandemic.

IV - 4. Tasks

Task A - Included with this RFP

Task B - Commonwealth Auto Tags is currently financially responsible for facility space, maintenance, utilities, furnishings and security. Evidence of financial responsibility will be provided upon request.

IV - 5. Reports and Project Control

Not necessary - PLC is operational.

IV - 6. Background Checks

Commonwealth Auto Tags obtains background checks on all employees yearly (July). Site is operational and will not require contractors or subcontractors.

APPENDIX B
Co-Located On-Line Messenger Photo License Center Program Requirements

Commonwealth Auto Tags has been an authorized On-Line Messenger since 1995 with its Norristown location gaining approval as one of the first 14 sites following the two pilot sites in 1993. Since that time the remaining 5 Commonwealth Auto Tags locations have also become part of the On-Line Messenger Service Centers, scoring above 98% on quality control audits performed by PennDOT. See copies of latest audits herein.

It is understood that given the potential for fraudulent issuance of license and registration documents at a decentralized site, the selected Co-located On-line Messenger will still be required to meet a set of performance standards regarding employees, facilities, systems, financial and document security that are consistent with those used by the Department when establishing on-line service at a state operated facility.

0.0 General Requirements

0.1 Experience

0.1.1 Commonwealth Auto Tags is currently an authorized On-Line Messenger Service who has been providing continuous on-line messenger service since 1998 at this Pottstown location.

0.1.2 Commonwealth Auto Tags has never been sanctioned by PennDot for any violation of our On-Line Messenger contract, messenger regulations, messenger contract, or 75 P.A. C.S.; nor does Commonwealth Auto Tags have any pending investigations and/or a probationary status with the Department.

0.2 Contract

It is understood that Commonwealth Auto Tags, if selected, will enter into a contract with the Department for the On-line Messenger Service Center/Photo License Center Co-location Program.

0.3 Departmental Performance Requirements

Commonwealth Auto Tags understands that Co-located On-Line Messengers shall remain bound by the provision of 67 PA Code Chapter 255 (Messenger Service Regulations), their 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, 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 acknowledgment and acceptance shall constitute grounds for terminating the Co-location contract, at the discretion of the Department.

1.0 Facility requirements

1.1 Location

1.1.1 Commonwealth Auto Tags currently provides space for a Photo License Center within its OLM/PLC that meets the approval of the Department.

1.1.2 Commonwealth Auto Tags is able to support at least 100 face-to-face OLM transactions daily in addition to the transactions conducted by the PLC.

1.1.3 Commonwealth Auto Tags' PLC presents an acceptable appearance to the Department and complies with all applicable federal, state and local laws. The OLM/PLC is accessible to persons with disabilities in accordance with the Title II of the Americans with Disabilities Act requirements.

1.2 Parking

1.2.1 Commonwealth Auto Tags currently provides a minimum of 10 customer reserved, off-street parking spaces for the PLC in addition to the parking spaces needed for the OLM. Commonwealth Auto Tags acknowledges that adjustments to these parking requirements have previously been approved by the Department.

1.2.2 Commonwealth Auto Tags provides two parking spaces designated for customers with disabilities, which spaces are not used by the OLM employees. Adjustments to these parking requirements must be approved by the Department.

1.2.3 Commonwealth Auto Tags maintains adequate parking as previously agreed to by the Department to support the transaction volume.

1.2.4 Acknowledged

1.3 Interior

1.3.1 Layout Requirements

Commonwealth Auto Tags 10

- 1.3.1.1 Commonwealth Auto Tags provides an area large enough to accommodate two PLC employee workstations, customer service counters, customer waiting area, and secure storage area. A footprint is included in the Appendix , along with a floor plan that includes the OLM area.
- 1.3.1.2 Commonwealth Auto Tags provides an ADA-accessible bathroom for employee use as was previously negotiated by the Department.
- 1.3.1.3 Commonwealth Auto Tags provides a break room or refreshment area for PLC employee use which is not needed exclusively for the PLC and may be shared by the OLM employees.
- 1.3.1.4 Commonwealth Auto Tags provides within the OLM/PLC facility a separate area for the PLC customer service counters and employee workstations so that customers entering the PLC shall not have access to the employee workstations behind the PLC customer service counter area. PLC 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.
 - 1.3.1.5 Commonwealth Auto Tags currently provides a PLC customer service area, including a counter, located directly in front of the employee workstation and a picture chair situated in front of a Department-provided backdrop needed for customer photos. It is further understood 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 Commonwealth Auto Tags currently provides a designated PLC customer waiting area, conveniently located to the PLC service counter, and includes ten waiting chairs, a mirror for customer use, a take-a-number system, and an information/publication rack.
- 1.3.1.7 Commonwealth Auto Tags shall provide adequate floor space in relation to waiting customers and anticipated transaction volumes.
- 1.3.1.8 Commonwealth Auto Tags has provided a current floor plan and photos with this RFP.
- 1.3.1.9 Commonwealth Auto Tags acknowledges that adjustments have

been previously negotiated and approved by the Department.

1.3.2 Storage Requirements

1.3.2.1 Commonwealth Auto Tags already has in place a secure storage area for OLM product stock.

Commonwealth Auto Tags currently provides a Department-approved separate secure storage area for the PLC including a safe and space for storing forms and other supplies and equipment. The secure storage area was previously approved by the Department including a solid core door, secured hinges, no windows, secured ceiling and deadbolt lock requiring key access.

1.3.2.2 Commonwealth Auto Tags has previously received approval by the Department for the secure storage area.

1.4 Utilities

1.4.1 Commonwealth Auto Tags will provide adequate heating and air conditioning to maintain a 68-degree temperature in the winter and a 75-degree temperature in the summer.

1.4.2 Commonwealth Auto Tags currently provides a telephone dedicated for the OLM operations which maintains information regarding normal business hours and general location, including the PLC hours of operation.

1.4.3 Commonwealth Auto Tags provides a minimum of 5 three-prong duplex electrical outlets to meet program needs. These outlets will operate on 110 volt, 60 hertz AC and meet National Electric Code Standards.

1.4.4 Commonwealth Auto Tags is responsible for utilities including security alarms and acknowledges the Department reserves the right to order, install, and maintain telecommunication lines necessary for the operation of phones, faxes, and photo equipment communication within the PLC. It is also acknowledged 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 Commonwealth Auto Tags currently provides the following repair/maintenance services:

- Office Cleaning
- Trash Disposal
- Electricity, lighting, heating A/C
- Repair due to damage, vandalism, break-in, water, fire, wind or extreme deterioration
- Snow/ice removal and grounds maintenance
- Pest control as needed
- Entry floor mats to be cleaned biweekly/weekly
- Recharge fire extinguishers
- Alarm system maintenance

1.5.2 All repair work is completed in a reasonable amount of time which may be determined by the Department.

1.6 Furnishings

1.6.1 Commonwealth Auto Tags OLMs are fully operational at this time.

1.6.2 Commonwealth Auto Tags currently provides the PLC with the following:

- One picture chair per camera system
- Ten matching waiting chairs per camera system
- One mirror
- Entry floor mats
- Fire extinguisher to meet State and local requirements
- Take a number system approved by the Department
- One information rack approved by the Department
- Open/Closed sign approved by the Department
- One Gardall safe, model 1818/2 approved by the Department
secured to the floor with a 20" pedestal
- One Department-approved workstation per camera system
- One Department approved customer service counter

1.6.3 Commonwealth Auto Tags acknowledges that 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. Commonwealth Auto Tags 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 Commonwealth Auto Tags is open Monday thru Friday 8:30 am to 8:00 pm and Saturday from 8:00 am to 4:30 pm. Commonwealth Auto Tags acknowledges that the Pottstown PLC hours are Mon, Tues, Wed, Fri, and Sat 8:30 am - 4:15 pm; Thurs. 8:30 am to 6:00 pm. Adjustment to days and or hours of operation must have approval of the Director and 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. It is noted that the Department reserves the right to decide holiday hours for the Photo License Center.

2.2 Commonwealth Auto Tags acknowledges that it is not necessary for the OLM to maintain the same hours as the PLC.

3.0 Service Personnel and Staffing Requirements

3.1 Commonwealth Auto Tags will agree that the Department reserves the right to require the removal of any individual who is employed in any capacity by the Co-located OLM for this contract.

3.2 Commonwealth Auto Tags has designated one manager who directs operations and is the Department contact person, as well as site supervisors available during all hours of operation. Commonwealth Auto Tags acknowledges that the Department must have access to designated supervisory personnel during facility operation.

3.3 Commonwealth Auto Tags welcomes the Department at any time for any reason, announced or not.

4.0 Distribution of Materials

4.1 Commonwealth Auto Tags acknowledges that only materials approved by the Department may be displayed, or disseminated within the designated OLM/PLC facility.

4.2 Commonwealth Auto Tags is aware that all advertising must have prior approval by the Department.

5.0 Signs and Posting

5.1 Commonwealth Auto Tags has required approval for all current signs used and understands that the Department reserves the right to provide any or all signs or postings at the discretion.

5.2 Commonwealth Auto Tags acknowledges that is shall provide Department

approved interior signs and postings at the OLM/PLC facility as follows:
emergency information and instructional postings; exit and
emergency exit signs; right to know postings; no smoking signs and program
posters or photos as required by the Department.

- 5.3 Commonwealth Auto Tags acknowledges that the Co-located On-Line Messenger shall not place any additional signs in the Photo License Center unless approved by the Department.
- 5.4 Commonwealth Auto Tags acknowledges that at no time shall handwritten signs be posted.
- 5.4 Commonwealth Auto Tags acknowledges that at no time shall handwritten signs be posted.
- 5.5 Commonwealth Auto Tags acknowledges responsibility to replace signage due to vandalism, mutilation, or extreme deterioration.
- 6.0 Equipment/ Hardware/ Telecommunication
 - 6.1 Commonwealth Auto Tags maintains an e-mail address for use by PLC for communication purposes.
- 7.0 Security/Safety
 - 7.1 Commonwealth Auto Tags Pottstown PLC location currently meets requirements for safeguarding all equipment and supplies, including alarmed equipment, Gardall safe, after hours room motion sensor.
 - 7.2 Commonwealth Auto Tags currently maintains an electronic security system that is in good working order.
 - 7.3 Acknowledged that 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 Commonwealth Auto Tags understands that 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:

- Names, addresses, social security numbers, DOB, of all personnel
- A list of suspected personnel's schedule
- Names, addresses and phone numbers of direct supervisor of 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
- Names, addresses and phone 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 assists in the investigation.

- 7.4.1 It is acknowledged that the PLC/OLM manager shall be the key point of contact for the effective coordination of the investigation effort.
- 7.4.2 It is understood that upon receipt by the Department of any notice of alleged fraudulent use of equipment or materials by employees, supervision or management of PLC/OLM, the co-located OLM's authorization to operate the PLC/OLM facility may be suspended until the completion of the official investigation. If it is determined that such activity occurred, the Department may terminate the Co-located OLM's contract.
- 7.5 In the event of any incident of a break-in, theft, fire or vandalism, the Co-located OLM will 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 The Pottstown Co-located PLC currently includes a functioning Department-approved alarm system which notifies the local law enforcement agency immediately should there be an unauthorized entry to the OLM/PLC facility. The facility is also currently equipped with a panic button for PLC employee use in the event of a robbery attempt. The alarm system is currently extended to include protection for the CPU's and printers.
- 7.7 Commonwealth Auto Tags currently provides a functioning alarm service to the PLC 24/7. All employees are currently assigned a unique security access code. PIBH currently provides security guard coverage at this location. In the event there is no functioning alarms system, Commonwealth Auto Tags acknowledges its

responsibility to provide security guard coverage until the alarm is repaired.
Acknowledge notification of alarm malfunction to Department

7.7.1 Acknowledged

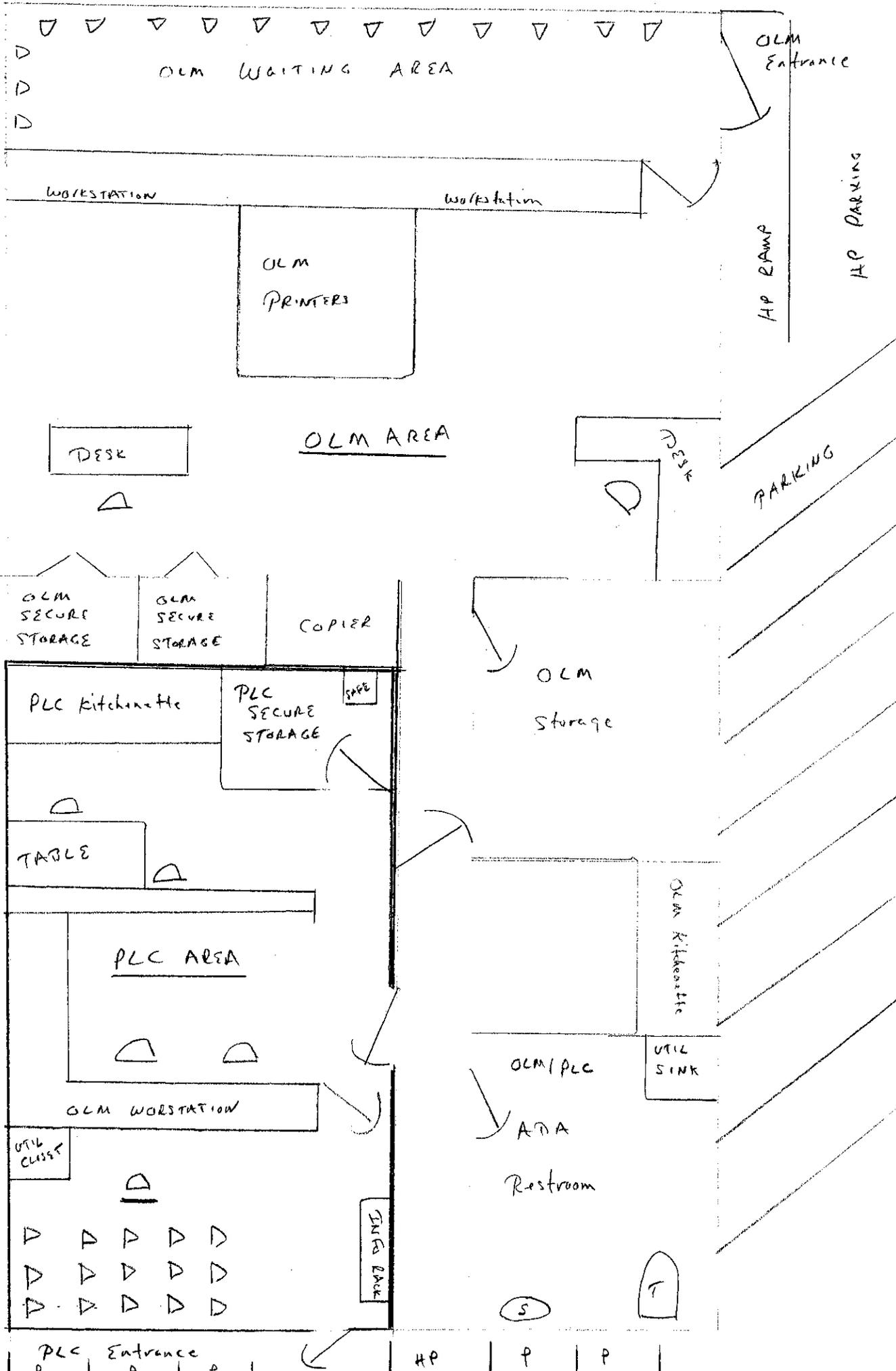
7.7.2 Acknowledged

- 7.8 Commonwealth Auto Tags maintains three responders on the alarm call list. Notifications identifying the reason the alarm was activated will be forwarded to PennDOT OLM Manager to include action taken and any suggestions to improve security.
- 7.9 Upon notification of a dismissed PLC employees, Commonwealth Auto Tags will immediately request deletion of employee's security alarm code. Currently the PIBH Manager oversees distribution of all keys to PLC employees.
- 7.10 All packages for the PLC are currently delivered directly to the PLC via their separate entrance. OLM employees do not sign for PLC products/packages.
- 7.11 Commonwealth Auto Tags will be responsible for coordinating same day maintenance on all safes or replacements of safes not repairable with 12 hours of malfunction with the proper notification to the OLM Program Manager.
- 7.12 Acknowledged
- 7.13 Commonwealth Auto Tags acknowledges the Department's right to implement additional security measures determined to be necessary. If so notified, Commonwealth Auto Tags will acknowledge and accept receipt of the revised or additional requirement. Failure to acknowledge and accept may constitute grounds for termination of the Co-location contract, at the discretion of the Department.

8.0 Bond

Commonwealth Auto Tags currently maintains bonds for the operation of our OLM's in the amount of \$200,000.

8.1-8.3 Acknowledged



OLM WAITING AREA

OLM Entrance

WORKSTATION

Workstation

OLM PRINTERS

HP RAMP

HP PARKING

DESK

OLM AREA

DESK

PARKING

OLM SECURE STORAGE

OLM SECURE STORAGE

COPIER

PLC KITCHINETTE

PLC SECURE STORAGE

SAFE

OLM Storage

TABLE

PLC AREA

OLM KITCHINETTE

OLM WORKSTATION

OLM/PLC

UTIL SINK

UTIL CLOSET

ATM

Restroom

SAFETY LOCK

S

T

PLC Entrance

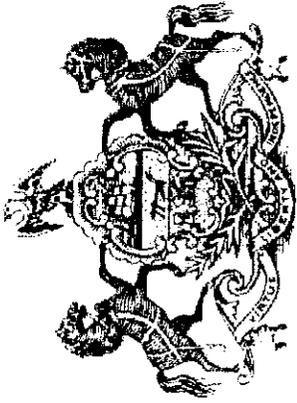
HP

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CERTIFICATE OF ACHIEVEMENT

This certificate is presented to

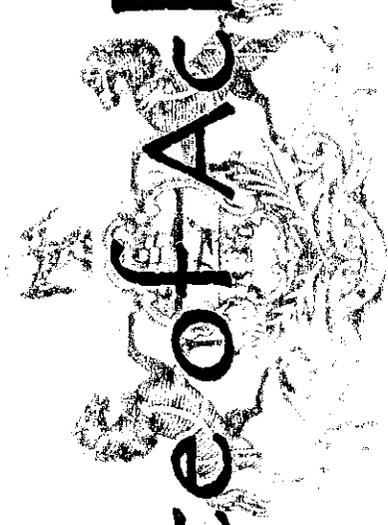
Commonwealth Auto Tags

*in recognition of your
On-Line Messenger Audit Quality Rating of 100%
for the year 2009.*



Douglas Haines
Douglas Haines, Manager
Partnering Division

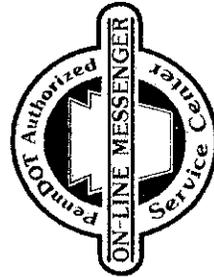
Certificate of Achievement



This certificate is presented to

COMMONWEALTH AUTO TAGS

**in recognition of your On-Line Messenger
Audit Quality Rating of 100% for 2008**



Douglas Haines

Douglas Haines, Manager
Partnering Division



pennsylvania
DEPARTMENT OF TRANSPORTATION

