

# Card Agent Packet



**Enclosed is the requirements packet to enter into a contract for all agent services.**

The packet includes information, samples and frequently asked questions.  
Once these requirements are met, a contract between  
you and PennDOT will be executed.

**Contract requirements can be mailed to:**

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

Requirements may also be submitted through the Dealer Services counter area.

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

# **CARD AGENT APPLICATION REQUIREMENTS**

## **I. General Requirements**

- ❖ Applicant must submit two copies of their requirements documents to PennDOT.
- ❖ Applicant should provide as much information as possible regarding their ability to meet or exceed the requirement for messenger service.
- ❖ Applicant must address each factor specified below.
- ❖ Information must be submitted in the format specified.

## **II. Experience**

- ❖ Currently authorized card agent services should include agent number, telephone number, fax number, email address and address on the cover of the application.
- ❖ Applicant must list name exactly as it appears on your notary appointment.
- ❖ Applicant shall not be under sanction or investigation by PennDOT for violations of 75 Pa.C.S. or PennDOT regulations.
- ❖ Prior violations of 75 Pa.C.S. or PennDOT regulations may disqualify an applicant, as such violations, depending on the circumstances, may be taken into account in the evaluation of the application.
- ❖ Applicant must place their notary stamp and/or seal on the application, and must sign and date the application.

## **III. Contract Required**

- ❖ Card Agents will be required to enter into a contract with PennDOT for the authorization to issue temporary cards. Interested contractors should review the sample contract included in this publication.

## **IV. Notary Required**

- ❖ A card agent must be a notary.

## **V. Criminal Background Check**

- ❖ A criminal record check must be obtained from the Pennsylvania State Police for each owner of the card agent service to determine if they have been convicted of a criminal offense.

## **VI. Security Plan**

- ❖ The Card Agent Service must submit its proposal for the method of security, which it intends to use for safeguarding all supplies including applications and temporary cards.

## **VII. Bond**

- ❖ The card agent service shall file and maintain with PennDOT a bond in the amount of \$3,000 for each approved card agent service. The bonds shall be executed by a surety company authorized by law to transact business in this Commonwealth and shall state that it is for the use and benefit of the Commonwealth and person who have sustained a monetary loss within the limitations of this bond attributable to the intentional or negligent conduct of the agent service or employees, including, losses incurred in negotiating checks or other instruments drawn by the agent service.

## **VIII. Recovery Fund**

- ❖ Every applicant for authority to act as an agent for PennDOT with respect to titling and registration shall pay \$60 in addition to any other license fees and bonds.

This fund is used to cover the amount of any fees and taxes pertaining to an application for titling and registration of a vehicle due to bankruptcy of the dealer or agent and who has failed to forward fees and/or taxes to PennDOT.

## **VIII. Denial of Application**

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

## **CARD AGENT APPLICATION REQUIREMENTS**

All applicants for card agent authorization are required to complete Form SP 4-164, "Request for Criminal Record Check" and include the results received from the Pennsylvania State Police with their completed application as part of the documentation required for review. This form may be obtained from your local Pennsylvania State Police barracks or:

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

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

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

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

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester.

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

|                              |  |
|------------------------------|--|
| REQUESTER NAME               |  |
| ADDRESS                      |  |
| CITY/STATE/<br>ZIP CODE      |  |
| TELEPHONE NO.<br>(AREA CODE) |  |

**FOR CENTRAL REPOSITORY USE ONLY  
CONTROL NUMBER**

**AFTER COMPLETION MAIL TO:  
PENNSYLVANIA STATE POLICE  
CENTRAL REPOSITORY – 164  
1800 ELMERTON AVENUE  
HARRISBURG, PA 17110-9758**

**DO NOT SEND CASH OR PERSONAL  
CHECK**

**CHECK ONE BLOCK**

- ☐ INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF **\$22.00**, PAYABLE TO:  
"COMMONWEALTH OF PENNSYLVANIA"  
THE FEE IS NONREFUNDABLE
- ☐ NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF **\$27.00**, PAYABLE TO:  
"COMMONWEALTH OF PENNSYLVANIA"  
THE FEE IS NONREFUNDABLE
- ☐ FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

| SUBJECT OF RECORD CHECK    |                        |                               |     |      |
|----------------------------|------------------------|-------------------------------|-----|------|
| (FIRST)                    | (MIDDLE)               | (LAST)                        |     |      |
| MAIDEN NAME AND/OR ALIASES | SOCIAL SECURITY NUMBER | DATE OF BIRTH<br>(MM/DD/YYYY) | SEX | RACE |

The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.

**FEE FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.**  
**\*\*\*MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA\*\*\***

**REASON FOR REQUEST**

◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶

- ☐ **INTERNATIONAL ADOPTION** - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)
- ☐ **ADOPTION (DOMESTIC)**      ☐ **EMPLOYMENT**      ☐ **VISA**      ☐ **OTHER**

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

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

**Contract #:**  
**Federal ID #:**

## **CARD AGENT SERVICES AGREEMENT**

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

a n d

John Doe (Contractor)  
1101 South Front Street  
Harrisburg, PA 17104

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

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

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

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

### **AUTHORITY TO PROVIDE CARD AGENT SERVICES**

1. The Department will provide Contractor with temporary registration cards or other products designated by the Department, as necessary to allow Contractor to offer card agent services to consumers in the Commonwealth.
2. The Department will recognize as valid temporary registration cards issued by Contractor.
3. Contractor may charge a notary fee and reasonable clerical fees, in addition to Department fees, for the processing and issuance of temporary registration cards. It is understood that the Department will make no payment to the Contractor; payment for any notary or clerical services rendered shall be billed by the Contractor to the public users of its services.

## **FACILITIES**

4. The facility shall include secure storage for temporary registration cards as described in the Contractor's Application and approved by the Department. The Department expressly reserves the right to amend this Agreement to provide for the implementation of additional security measures as shall be determined to be required by the Department in its discretion.
5. The facility shall have active telephone service, a fax machine and a copy machine; the Department, at its discretion, may require the Contractor to also have a connection through a personal computer to the Internet, and an active e-mail account accessible via the Internet; the Department, at its discretion, may require the Contractor to also have on-site a connection through a personal computer to the Internet, and an active e-mail account accessible via the Internet, or may require other technology the Department may deem appropriate for the provision of card agent services.

## **STAFFING**

6. Contractor must be a notary public commissioned by the Department of State, Bureau of Commissions, Elections and Legislation.
7. Contractor will, at the time of appointment or hiring and annually thereafter, obtain a criminal record check of each employee from the Pennsylvania State Police and will make such criminal record checks available to the Department upon request.
8. Contractor will, at the time of hiring and annually thereafter, provide an affidavit that the card agent has read and understood the provisions of 75 Pa.C.S. Chapters 11(relating to certificate of title and security interests), 13 (relating to registration of vehicles), 23 (relating to motor vehicle transaction recovery fund), 75 Pa.C.S. § 6114 (relating to limitation on sale, publication and disclosure of records), and 75 (relating to authorization of agent and messenger services) and 67 Pa. Code, Chapter 43 (relating to temporary cards and plates) and will retain the statement(s) on file for inspection upon request by the Department.
9. Contractor will complete a Department authorized and approved training course at the earliest time available, but not more than one year after providing service to customers.
10. Contractor will complete a Department authorized and approved refresher training course at least every two years.

## **SECURITY**

11. At the close of the hours of operation of the card agent service, Contractor shall place all temporary cards in the place of secured storage approved by the Department.

## **PROVISION OF TIMELY SERVICE**

12. Completed applications for vehicle registration should be submitted to the Department as soon as practicable, but must be submitted within 20 days of issuance of the temporary registration card or plate, either by authorized messenger service or by mail.
13. The Department, at its sole discretion, may require Contractor to submit source documents to the Department utilizing digital imaging technology or electronically in a



## **BOND**

14. Contractor shall file and maintain with the Department a bond in the amount of \$3,000 for each card agent. The bonds shall be executed by a surety company authorized by law to transact business in this Commonwealth and shall be for the use and benefit of the Commonwealth and persons who have sustained a monetary loss attributable to the intentional or negligent conduct of the Contractor, including losses incurred in negotiating checks or other instruments drawn by the Contractor, in accordance with the limitations in 67 Pa. Code §43.9(d).
15. If the amount available under the bond is decreased, or if there is a final judgment outstanding on the bond, the rights of the Contractor to issue temporary registration cards and plates may be suspended or terminated until steps are taken, satisfactory to the Department, to restore the original amount of the bond, provide an additional bond or satisfy the outstanding judgment.
16. If the bond is terminated or becomes unsatisfactory for any reason, the Contractor's authorization to operate the agent service will be suspended until the Contractor furnishes the Commonwealth with a satisfactory substitute bond in the amount required by the Department.

## **AUDITS AND INSPECTION**

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

## **RENEWAL**

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

## **SUSPENSION AND TERMINATION**

19. Contractor agrees that Contractor will be bound by the provisions of 75 Pa.C.S. Chapters 11 (relating to certificate of title and security interests), 13 (relating to

registration of vehicles), 23 (relating to motor vehicle transaction recovery fund), 75 Pa.C.S. § 6114 (relating to limitation on sale, publication and disclosure of records), 75 (relating to authorization of agent and messenger services), and 67 Pa. Code Chapter 43 (relating to temporary cards and plates), as well as the provision in this Agreement. Where this Agreement provides a more rigorous standard of conduct, the provisions of this Agreement shall control.

20. Contractor agrees that if it is determined by the Department that Contractor has engaged in any of the activity described in the following table, operation of the card agent service may be suspended in accordance with the corresponding time period in the table which follows. Second and subsequent offenses will be determined on the basis of previous offenses of the same nature committed within a three (3) year period.

| Prohibited Activity                                                                                                                                                                                                      | Period of Suspension of Operation                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| (1) The card agent has failed to allow inspection of documents in the possession of the card agent by authorized Commonwealth employees - <b>first offense.</b>                                                          | Operation suspended until 30 days after the documents and/or plates are made available for inspection.                |
| (2) The card agent has issued temporary cards but failed to deliver proper documents, fees or taxes to the Department - <b>first offense.</b>                                                                            | Operation suspended until 30 days after the documents, fees or taxes are delivered.                                   |
| (3) The card agent has issued a temporary registration card containing a misstatement of fact or other false information which the card agent knew or should have known to be incorrect or false - <b>first offense.</b> | Operation suspended for three (3) months.                                                                             |
| (4) The card agent has submitted a document to the Department for processing which has been accompanied by an uncollectible or dishonored check drawn on an account used by the card agent - <b>first offense.</b>       | Written warning and operation suspended until the uncollectible checks, protest fees and collection charges are paid. |
| (5) The card agent has submitted a document to the Department for processing which has been accompanied by an uncollectible or dishonored check drawn on an account used by the card agent - <b>second offense.</b>      | Operation suspended until 30 days after the uncollectible checks, protest fees and collection charges are paid.       |
| (6) The card agent has failed to comply with an order from the Department to submit certified checks, postal or other money orders with a document to the Department for processing - <b>first offense.</b>              | Operation suspended for one (1) month.                                                                                |

| Prohibited Activity                                                                                                                                                                                                            | Period of Suspension of Operation         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| (7) The card agent has not listed proper insurance information as required by 75 Pa.C.S. § 1318(b) - <b>first offense.</b>                                                                                                     | Operation suspended for three (3) months. |
| (8) The card agent has charged a fee for issuance of a temporary registration card in violation of 75 Pa.C.S. § 1310(c) - <b>first offense.</b>                                                                                | Written warning.                          |
| (9) The card agent has charged a fee for issuance of a temporary registration card in violation of 75 Pa.C.S. § 1310(c) - <b>second offense.</b>                                                                               | Operation suspended for three (3) months. |
| (10) The card agent has failed to report a transaction involving the sale or transfer of a vehicle as required by statute, regulation or rule administered or enforced by the Internal Revenue Service - <b>first offense.</b> | Operation suspended for three (3) months. |
| (11) The card agent has not listed the date of the issuance of the temporary cards. - <b>first offense</b>                                                                                                                     | Operation suspended for three (3) months. |
| (12) The card agent has not listed the date of the issuance of the temporary cards - <b>second offense.</b>                                                                                                                    | Operation suspended for three (3) months. |
| (13) The card agent has failed to keep the temporary registration card or documents related to an application for title or registration in strict confidence - <b>first offense.</b>                                           | Written warning.                          |
| (14) The card agent has failed to keep the temporary registration card or documents related to an application for title or registration in strict confidence - <b>second offense.</b>                                          | Operation suspended for six (6) months.   |
| (15) The card agent has on more than one occasion not listed its name and identification number on applications and checks submitted to the Department - <b>first offense.</b>                                                 | Written warning.                          |
| (16) The card agent has on more than one occasion not listed its name and identification number on applications and checks submitted to the Department - <b>second offense.</b>                                                | Operation suspended for three (3) months. |

| Prohibited Activity                                                                                                                                                                       | Period of Suspension of Operation          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| (17) The card agent has refused to accept or service a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth - <b>first offense.</b>  | Written warning.                           |
| (18) The card agent has refused to accept or service a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth - <b>second offense.</b> | Operations suspended for three (3) months. |
| (19) The card agent has failed to provide proper security for temporary registration cards - <b>first offense.</b>                                                                        | Written warning.                           |
| (20) The card agent has failed to provide proper security for temporary registration cards - <b>second offense.</b>                                                                       | Operation suspended for three (3) months.  |
| (21) The card agent has refused to issue, upon request, a temporary registration card to an owner or lessee of a vehicle who has proper documentation - <b>first offense.</b>             | Written warning.                           |
| (22) The card agent has refused to issue, upon request, a temporary registration card to an owner or lessee of a vehicle who has proper documentation - <b>second offense.</b>            | Operations suspended for three (3) months. |
| (23) The card agent has failed to furnish receipts as required or failed to retain duplicate copies of receipts for three (3) years - <b>first offense.</b>                               | Written warning.                           |
| (24) The card agent has failed to furnish receipts as required or failed to retain duplicate copies of receipts for three (3) years - <b>second offense.</b>                              | Operation suspended for three (3) months.  |
| (25) The card agent has issued a temporary registration to an applicant without proper documentation - <b>first offense.</b>                                                              | Written warning.                           |

| Prohibited Activity                                                                                                                                                                                                                                    | Period of Suspension of Operation         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| (26) The card agent has issued a temporary registration to an applicant without proper documentation - <b>second offense</b> .                                                                                                                         | Operation suspended for three (3) months. |
| (27) The card agent has failed to retain proper records under this Agreement - <b>first offense</b> .                                                                                                                                                  | Written warning.                          |
| (28) The card agent has failed to retain proper records under this Agreement - <b>second offense</b> .                                                                                                                                                 | Operation suspended for three (3) months. |
| (29) The card agent has on more than one occasion failed to comply with any provision of the Vehicle Code of Department regulations not specifically noted elsewhere in this table, the listing in 21 or 22 - <b>first offense</b> .                   | Operation suspended for one (1) month.    |
| (30) The card agent has on more than one occasion failed to comply with any provision of the Vehicle Code of Department regulations not specifically noted elsewhere in this table, the listing in 21 or 22 - <b>second offense</b> .                  | Operation suspended for three (3) months. |
| (31) An owner, officer or employee of the card agent has been convicted of a summary offense related to the titling, registration or payment of sales tax for a vehicle which was committed in connection with the card agent - <b>first offense</b> . | Operation suspended for three (3) months. |

In the case of multiple instances of prohibited activity at one time, the Department may impose separate sanctions for each instance under the schedule in the table above. The Department may also direct that suspensions be served concurrently or consecutively.

21. Contractor agrees that if it is determined by the Department that Contractor has engaged in any of the activity described in the following listing, such activity shall be considered breach of this Agreement and operation of the agent service under this Agreement may be terminated:

- (1) The card agent's notary commission has expired or been revoked.
- (2) The card agent has committed a fraudulent act including the fraudulent keeping of records, or the fraudulent completion of an application submitted to the Department, or has failed to submit to the Department completed applications and fees and taxes due the Commonwealth in connection with the issuance of the temporary cards.

- (3) The card agent has failed to allow inspection of documents in the possession of the card agent by authorized Commonwealth employees - **second offense.**
- (4) The card agent has issued temporary cards but has failed to deliver proper documents, fees or taxes to the Department - **second offense.**
- (5) The card agent has issued a temporary registration card containing a misstatement of fact or other false information, which the card agent knew or should have known to be incorrect or false - **second offense.**
- (6) The card agent has been convicted of a felony or misdemeanor relating to the titling, registration or collection of sales tax and fees for a vehicle or the agent has been convicted of another felony relating to motor vehicles within the last 10 years.
- (7) The card agent has submitted a document to the Department for processing which has been accompanied by an uncollectible or dishonored check drawn on an account used by the card agent - **third offense.**
- (8) The card agent has failed to comply with an order from the Department to submit certified checks, postal or other money orders with a document to the Department for processing - **second offense.**
- (9) The card agent has offered or delivered money, gifts or other items of substantial value to a Commonwealth employee.
- (10) The card agent has failed to disclose material information or has made a materially false statement on the application for Certificate of Authorization, which was discovered after issuance of the certificate and which would have caused the Department to deny the Certificate of Authorization.
- (11) The card agent has not listed proper insurance information as required by 75 Pa.C.S. § 1318(b) - **second offense.**
- (12) The card agent has charged a fee for the issuance of a temporary registration card in violation of 75 Pa.C.S. § 1310(c) - **third offense.**
- (13) The card agent has failed to report a transaction involving the sale or transfer of a vehicle as required by statute, regulation or rule administered or enforced by the Internal Revenue Service - **second offense.**
- (14) The card agent has not listed the date of the issuance of the temporary cards - **third offense.**
- (15) The card agent has failed to keep the temporary registration card and documents related to the application for title or registration, or both, in strict confidence - **third offense.**
- (16) The card agent has on more than one occasion not listed its name and identification number, as required, on applications and checks submitted to the Department - **third offense.**
- (17) The card agent has refused to accept a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth - **third offense.**
- (18) The card agent has failed to provide proper security for temporary registration cards - **third offense.**



- (19) The card agent has refused to issue, upon request, a temporary registration card to an owner or lessee of a vehicle who possesses proper documentation - **third offense.**
  - (20) The card agent has failed to furnish receipts as required or failed to retain duplicate copies of receipts for three (3) years - **third offense.**
  - (21) The card agent has issued a temporary registration to an applicant without proper documentation - **third offense.**
  - (22) The card agent has failed to retain proper records under this agreement - **third offense.**
  - (23) The card agent has on two or more occasions failed to comply with any provision of the Vehicle Code or Department regulations not specifically noted elsewhere in this listing or the table in 20 - **third offense.**
  - (24) The card agent has been convicted of a summary offense, relating to the titling, registration or payment of sales tax for a vehicle which was committed in connection with the card agent - **second offense.**
22. Contractor agrees that if it is determined by the Department that the agent service has issued temporary plates but has not timely delivered proper documents, fees or taxes to the Department within the time specified under this Agreement, the Department may issue a warning letter for the first offense, impose liquidated damages in an amount consistent with the parameters in 75 Pa.C.S. § 1374 for the second and third offenses, and may impose a suspension of operation of the card agent service or terminate the contract for fourth and subsequent offenses.
23. In determining whether to suspend service under this Agreement or terminate the Agreement pursuant to paragraphs 20, 21 or 22, or termination under paragraph 24, the Department will consider any mitigating circumstances or factors presented by the Contractor and may take such lesser action under the terms of paragraphs 20, 21, or 22 as it may deem appropriate. Within 5 business days after the Department has suspended service or terminated this Agreement pursuant to paragraphs 20, 21 and 22, or terminated the Agreement under paragraph 24, Contractor may request a meeting with the Department to present mitigating circumstances or factors; such meeting shall be held within 30 days of the request.
24. The Department may also terminate this Agreement at any time for good cause shown, including, but not limited to, misrepresentation or fraud in the Contractor's application which formed the basis for this contract, or if the agent service is operated, managed, controlled or affiliated with a person who has been convicted of a felony involving dishonesty or breach of trust or who would be ineligible to be authorized to engage in providing card agent services.

### **CONTRACTOR INTEGRITY**

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

### **INDEMNIFICATION**

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

### **CONFLICT OF LAWS**

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

### **AMENDMENT**

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



## EXHIBIT "A"

### PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

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

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

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

## EXHIBIT "B"

### CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT “C”**

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

The Contractor agrees:

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



## **EXHIBIT “D”**

### **Contract Provisions – Right to Know Law**

- a.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b.** If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c.** Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  - 1.** Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2.** Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d.** If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e.** The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f.** If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless

for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

- g.** The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i.** The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



## **Annex A**

### **Title 67. TRANSPORTATION**

#### **PART I. DEPARTMENT OF TRANSPORTATION**

##### **SUBPART A. VEHICLE CODE PROVISIONS**

##### **ARTICLE III. REGISTRATION**

##### **CHAPTER 43 - TEMPORARY REGISTRATION CARDS AND PLATES**

###### **Section 43.1. Purpose.**

This chapter established regulations governing the issuance of temporary registration plates and cards by authorized dealers, manufacturers, full agents and card agents under 75 Pa.C.S. §§ 1310 and 1331 (relating to temporary registration cards; and issuance and reissuance of registration plates).

###### **Section 43.2. Definitions.**

The following words and terms when used in this chapter, have the following meanings, unless the context clearly indicates otherwise: Act - 75 Pa.C.S. §§ 101 - 9821 (relating to the Vehicle Code).

**Applicant** - A person, as defined in the act, who applies for registration of a vehicle and for a temporary registration card or plate.

**Bureau** - The Bureau of Motor Vehicles of the Department.

**Card agent** - A notary public, commissioned by the Department of State, Bureau of Legislation, Commissions and Elections, who is approved by the Department to issue temporary registration cards in conjunction with applications for transfer of registration plates. A notary public from another state may also serve as a card agent and may issue a temporary registration card to a Commonwealth registrant who has purchased a vehicle in the state and who wishes to apply for transfer of a Commonwealth registration plate. The notary shall be commissioned or licensed as a notary by a governmental agency of the state.

**Certificate of Authorization** - The document issued to an agent which indicates the agent has complied with the requirements of the Department and is permitted to issue temporary registration cards or plates, or both.

**Dealer** - A person engaged in the business of buying, selling or exchanging vehicles, including passenger cars, trucks, implements of husbandry, special mobile equipment and trailers, who is registered by the Department under § 53.3(b) (relating to issuance of plates). The term does not include a miscellaneous motor vehicle business, unless the business is also registered as a dealer under § 53.3(b).

**Department** - The Department of Transportation of the Commonwealth.

**Established place of business** - The place occupied either continuously or at regular periods by a dealer, manufacturer, or full agent, where the books and records are kept, where a large share of the business is transacted and which meets local zoning rules, ordinances and building codes.

**Full agent** - A county treasurer or a person other than a manufacturer or dealer authorized by the Bureau to issue temporary registration cards and plates.

**Issuing agent** - A full agent or card agent, or a dealer or manufacturer, who has been authorized by the Bureau to issue temporary registration cards and plates.

**Manufacturer** - A person engaged in the business of constructing or assembling vehicles, motors or bodies of vehicles.

**Regular registration plate** - A metal registration plate issued by the Bureau for a specific vehicle in conjunction with a permanent registration card, or a metal registration plate issued by an authorized dealer, manufacturer or full agent as a temporary plate and validated for regular use by issuance of a regular registration card.

**Temporary registration card** - A form provided by the Department for issuance to an applicant for registration or transfer of registration for use by the applicant until receipt of the regular registration card. A form issued with a temporary registration plate for a vehicle which is to be driven or otherwise moved to another state or country for titling, registration, use or resale there.

**Temporary registration plate** - A registration plate to be used by the applicant until regular registration is received. There are two types of temporary registration plates: metal registration plates, for issuance only for vehicles which are being registered in this Commonwealth, and cardboard registration plates for issuance only for vehicles which are to be driven or otherwise moved to another state or country for titling, registration, use or resale there.

- ( i ) Metal temporary plates are issued to an applicant for use during the period of time in which the application for regular registration is being submitted to and processed by the Department.
- ( ii ) A cardboard registration plate may also be issued under special conditions, as authorized by the Department.

### **Section 43.3. Card agents.**

- (a) Card agent shall be a notary public. In order to be approved as a card agent by the Department, a person shall be commissioned as a notary public by the Department of State, Bureau of Legislation, Commissions and Elections, or by a similar agency in another state.
- (b) Application for forms. When a card agent applies to the Department for an official form, he shall affix his notarial seal and signature to the application to the Department for forms to be issued by the card agent.
- (c) Revocation of commission as a notary public. A card agent shall comply with rules and regulations under The Notary Public Law (57 P.S. §§ 147 - 169). In the event that the commission of a notary public is revoked, his status as a card agent will also be revoked until the commission as a notary public has been reinstated.

- (d) Other requirements. A card agent is subject to other provisions of this chapter concerning the issuance of temporary registration cards.

#### **Section 43.4. Authorization to issue temporary registration plates.**

- (a) Application procedure. A person wishing to be authorized to issue temporary registration plates shall apply to the Department on forms furnished by the Department. For a person to be authorized, the person shall be a resident of this Commonwealth. The application shall include:
  - (1) Photographs, interior and exterior, of the proposed place of business, including branch offices. The photographs of the exterior shall show the entrance way and signs, required under subsection (b)(2). Photographs of the interior of the proposed agent's office, shall show the desk, phone, secure area for storage of temporary cards and plates, and the complete schedule of fees and charges relating to the issuance of temporary cards and plates, posted in accordance with subsection (b)(1).
  - (2) A letter of reference from a bank or other financial institution which indicates that accounts of the applicant are handled in a satisfactory manner that is consistent with standard banking practices.
  - (3) Three letters of reference from business concerns, on their business stationery, attesting to the character of the applicant.
  - (4) The bond prescribed by § 43.9 (relating to bond), on the form of the Department, or a surety's binding commitment to issue the bond upon approval of the application.
  - (5) A notarized statement listing outstanding liabilities of the business or of the owners and officers of the business that are due and owing to the Commonwealth or, if none, a notarized statement to that effect.
  - (6) The names, addresses and social security number of owners or corporate officers, and employees authorized to issue temporary registration cards and plates, of the manufacturer's, dealer's or full agent's business.
  - (7) A criminal history record, obtained from the State Police, of each owner or corporate officer.
  - (8) A notarized statement attesting that the applicant has read and understands this chapter.
  - (9) The name, address and notary seals of a notary who is an employee during all of the hours of operation. The owner may be the notary.
  - (10) A schedule of business hours. This schedule shall contain a minimum of 20 business hours per week, or a minimum of 10 business hours per week plus an additional 10 business hours when a person may make an appointment. Business hours of operation shall be convenient to the public and be indicated on the sign required under subsection (b)(2).

- (b) Established place of business. Authorized dealers and full agents shall maintain an established place of business. A copy of business records shall be maintained at the established place of business for 3 years. There shall be posted in a conspicuous place in view of the public:
  - (1) A complete schedule of fees and charges pertaining to the issuance of temporary registration cards and plates.
    - (i) The schedule shall indicate amounts payable to the Department and amounts charged by the issuing agent.
    - (ii) The schedule shall be at least 3 square feet in size with lettering at least ½ inch high.
  - (2) The hours during which the place of business is open to the public.
  - (3) The Certificate of Authorization to issue temporary registration plates.
- (c) Review of application. The Department will examine and determine the genuineness, regularity and legality of every application for a Certificate of Authorization. The Department may investigate the applicant with regard to one or more of the following:
  - (1) The condition of the applicant's proposed business premises.
  - (2) Departmental and other Commonwealth records pertaining to the business of an owner or officer.
  - (3) Personal history of an owner, officer or employee related to a conviction for a crime under 18 Pa.C.S. (relating to the Crimes Code) or under the penal law of the United States, which involves moral turpitude or which reflects adversely on the owner's or officer's business integrity or responsibility.
  - (4) Unsatisfied judgments against the business, owner or officer.
  - (5) Credit rating of the business and its owners and officers.
  - (6) Assets and liabilities of the business.
- (d) *Denial of application.* The Department may deny an application for Certificate of Authorization on the basis of information revealed in an investigation, or if the applicant fails to disclose material information required or if the applicant has made a materially false statement on the application, or if the applicant's business is operated, managed or otherwise controlled or affiliated with a person who is ineligible for authorization, including a relative, family member, corporate officer or shareholder.
- (e) *Opportunity for review.* If the Department denies an application for a Certificate of Authorization, the Department will provide the applicant with an opportunity to show cause why the application should not be denied.
- (f) *Temporary Certificate of Authorization.* After reviewing an application, the Department may issue a temporary Certificate of Authorization. The temporary Certificate of Authorization will be issued for 60 days, during which period the Bureau may investigate the operations of the dealer, manufacturer or full agent. When the temporary Certificate of Authorization expires, the Bureau may issue a regular certificate of authorization.

- (g) *Issuance of a Certificate of Authorization.* The Department will issue a certificate of authorization to an approved applicant.
- (h) *Transfer of Certificate of Authorization.* A Certificate of Authorization may not be transferred and shall be valid only for the owner in whose name it is issued.
  - (1) In the case of a change of ownership, the dealer, manufacturer or full agent shall notify the Bureau within 10 days. It is the responsibility of a new owner to comply with this section.
  - (2) The following are regarded as changes of ownership:
    - (i) The owner takes on a new partner.
    - (ii) The owner sells the business.
    - (iii) The business is incorporated.
    - (iv) A controlling interest in a corporation is sold.
    - (v) The owner retires or dies.
- (i) *Change of location of place of business.* If a manufacturer, dealer or full agent changes the location of the office, he shall notify the Department within 10 days. Other provisions of this chapter concerning the place of business shall apply to a change in location of the office. The issuance or transfer of temporary registration plates may not be conducted at the new location until the location has been approved by the Department.

#### **Section 43.5. Issuance of temporary registration cards.**

- (a) *General rule.* Cards will be issued in the following manner:
  - (1) Temporary registration cards will be issued only by the Bureau, by dealers, manufacturers, card agents and full agents authorized by the Bureau and by government agencies authorized by the Bureau. When required by law, dealers and manufacturers shall be licensed by the State Board of Vehicle Manufacturers, Dealers and Salespersons as a prerequisite to authorization by the Bureau.
  - (2) Temporary registration cards will be issued only in conjunction with issuance of a temporary registration plate by the Bureau, an authorized dealer, manufacturer, full agent or authorized government agency, or in conjunction with the transfer of a registration plate.
- (b) *Obtaining temporary registration cards.* Issuing agents may obtain temporary registration cards at offices of the Bureau or upon written request to the Bureau.
- (c) *Issuance of temporary registration cards in connection with transfer of registration.* Every issuing agent shall, upon request, issue a temporary registration card to the owner or lessee of a vehicle who has made proper application for transfer of registration on an application for certificate of title or other appropriate Departmental form. The agent information on the Departmental forms shall be completed in full by the agent.

- (d) *Duty to examine documents.* The duty to examine documents includes the following:
- (1) Before issuing a temporary registration card, the issuing agent shall examine the documents necessary to the transaction.
  - (2) A temporary registration card may not be issued unless the following items are found to be in order:
    - (i) *Insurance information.*
      - (A) Except as provided in clause (B), check to determine that the vehicle is insured by examining one of the following documents covering the subject vehicle, the vehicle traded for the subject vehicle or another vehicle owned by the applicant:
        - ( I ) An identification card as required in 31 Pa. Code Chapter 67, subchapter B (relating to evidence of financial responsibility).
        - ( II ) The declaration page of an insurance policy.
        - ( III ) A valid binder of insurance issued by an insurance company licensed to sell motor vehicle liability insurance in this Commonwealth.
        - ( IV ) A copy of an application to the Pennsylvania Automobile Insurance Plan.
        - ( V ) A certificate of self-insurance issued by the Department.
      - (B) The requirement to check one of the documents listed in clause (A) does not require the agent to verify the information submitted unless the agent has reason to believe the documents are fraudulent.
      - (C) If the vehicle was acquired in this Commonwealth for transportation under its own power to another state for registration there, the issuing agent shall examine the driver's license or other appropriate identification of the applicant to ascertain that:
        - ( I ) The applicant is an out-of-state resident.
        - ( II ) The vehicle was purchased within the previous 60 days.
        - ( III ) The applicant possesses one of the proof of insurance items identified in clause (A) issued by a company authorized to transact business in this Commonwealth or in the state to which the vehicle is being transported for title and registration therein.
    - (ii) *Application.* The application shall be properly and completely executed and notarized, as required, accompanied by the correct fees, taxes and other required forms or documents.
- (e) *Preparation of application.* The issuing agent shall complete in ink or by typewriter, or by data processing equipment the application for temporary registration. The issuing agent identification number shall be on all documents, including checks submitted by the issuing agent, submitted to the Bureau for processing.



- (f) *Copies of temporary registration card.* Copies of the temporary registration card shall be handled as follows:
- (1) The original copy of the temporary registration card, including the copy completed for the cardboard temporary, the regular registration card, and documents and fees necessary to the transaction shall be forwarded by the issuing agent to the Bureau within 20 days of issuance of the temporary registration card. These materials shall be forwarded either by an authorized messenger service, by mail or by delivery to an area designated by the Bureau.
  - (2) The applicant's copy of the temporary registration card shall be given to the applicant, for possession by the driver of the vehicle whenever the vehicle is being driven on the highway.
  - (3) The agent's copy of the temporary registration card, copies of related documents including bills of sale when the agent is also the dealer and a copy of the document used for identification and copies of the documents used for insurance verification shall be retained at the place of business of the issuing agent for at least 3 years and shall be made available for inspection only by police and authorized representatives of the Department. Cards issued in conjunction with the transfer of registration plates shall be kept separate from cards issued in conjunction with temporary registration plates. Cards shall be kept in chronological order according to the date of issuance.
- (g) *Fee not to be charged.* An issuing agent may not charge a fee for issuing a temporary registration card in connection with transfer of registration except fees for notarization and messenger service, if requested by the applicant.
- (h) *Expiration or voidance of temporary registration cards.* Temporary registration cards shall expire and become void upon the occurrence of one of the following:
- (1) The receipt of the regular registration card from the Bureau.
  - (2) The rescission of a contract to purchase a vehicle.
  - (3) The expiration of 60 days from the date of issuance, or, in the case of a vehicle which was acquired in this Commonwealth for transportation to another state for registration or other use there, expiration of 30 days from the date of issuance.
  - (4) The temporary registration plate is lost, stolen or defaced.
- (i) *Confidentiality.* The agent's copy of the temporary registration card and documents related to the application for title or registration shall be kept in strict confidentiality by the issuing agent, unless otherwise required by law or legal purpose.
- (j) *Receipts.* An agent shall complete an itemized receipt, in duplicate, which lists the total fees payable to the Commonwealth on one line, and each fee charged for the agent's services on a separate line. A copy shall be given to the customer and the other copy shall be retained by the agent for 3 years and shall be made available for inspection.

#### **Section 43.6. Issuance of temporary registration plates.**

- (a) *Limits on issuance.* Temporary registration plates will be issued in the following

- (1) Temporary registration plates other than those specified in paragraph (4) will be issued only by the Bureau, approved governmental agencies, dealers, manufacturers and full agents authorized by the Bureau.
  - (2) Temporary registration plates shall be issued only in conjunction with an application for title and registration of a vehicle within this Commonwealth or for the purpose of driving or otherwise moving a vehicle purchased in this Commonwealth to another state or country for titling, registration, use or resale there.
  - (3) Notwithstanding paragraphs (1) and (2), a full agent who is also an authorized messenger service under Chapter 255 (relating to messenger services), may issue a temporary registration plate in one of the following circumstances after receiving authorization from the Department indicating the vehicle record is clear of a suspension or other impediment to issuance of the registration plate:
    - (i) For a vehicle for which the applicant already has a Pennsylvania Certificate of Title.
    - (ii) To a person who is applying for replacement of a lost, stolen or defaced registration plate.
    - (ii) For a vehicle for which the applicant has an out-of-state title and registration, but is also required to be registered, but not titled, in this Commonwealth.
  - (4) Temporary registration plates for reconstructed and specially constructed vehicles will be issued only by the Bureau.
- (b) *Issuance at other locations.* The Department may provide written authorization for individual dealers, manufacturers, or full agents to issue temporary registration plates at a location other than the places of business of the dealer, manufacturer or full agent for a period not to exceed 1 year. The privilege to issue temporary registration plates from a location other than the designated dealer, manufacturer or full agent's place of business is revocable if the Department finds that the dealer, manufacturer, or full agent has violated this chapter or the terms of the written authorization.
- (c) *Obtaining temporary registration plates.* Temporary registration plates shall be obtained by submitting the appropriate form and paying the applicable fee to the Bureau.
- (d) *Issuance of temporary registration card in conjunction with issuance of temporary registration plates.* Upon the issuance of a temporary registration plate, the authorized dealer, full agent or manufacturer shall issue a temporary registration card, in the manner prescribed on forms provided by the Department and in § 43.5 (relating to issuance of temporary registration cards).
- (1) The number of the temporary registration plate shall be indicated on the temporary registration card.
  - (2) If the vehicle is not to be titled in this Commonwealth, it shall be noted on the temporary registration card.



- (e) *Issuance of temporary registration plates.* Temporary registration plates shall be issued in consecutive order, beginning with the lowest number in each series.
- (f) *Issuance of cardboard temporary registration plate.* Upon issuance of a cardboard temporary registration plate, the authorized dealer, manufacturer or full agent shall punch out the month, day and year of expiration at the space provided and shall record the following information clearly and indelibly on the face of the temporary plate:
  - (1) The date of issuance.
  - (2) The year, make and model of vehicle.
  - (3) The vehicle identification number.
  - (4) The identification number of the authorized dealer, manufacturer or full agent.
- (g) *Fee charged.* The fee charged for providing an applicant with a temporary plate may not exceed:
  - (1) Ten dollars if the plate was obtained from the Department for a fee of \$5.
  - (2) Five dollars if the plate was obtained from the Department for a fee of \$1.

**Section 43.7. Inventory of temporary registration cards and plates.**

- (a) *Inventory report.* Every dealer, manufacturer and full agent is responsible for providing the Bureau with a report on the temporary registration plates which it has in inventory, within 30 days of the Bureau's request for the information.
- (b) *Security.* Temporary registration cards and plates shall be kept in a secure place, which shall meet the approval of the Bureau. Issuing agents shall be responsible for security of temporary registration cards and plates obtained by them until they are issued to applicants.
- (c) *Report on lost or stolen plates.* If plates are lost or stolen, the dealer, manufacturer, or full agent shall notify the Department of the loss or theft within 48 hours of the occurrence. This notice shall be in the form of a notarized statement and shall give complete details of the loss or theft of the plates. In the event of theft, a police report shall be submitted to the Department within 10 days of the theft.
- (d) *Available for inspection.* Temporary registration plates and related documents shall be available for inspection, with or without notice, by authorized Commonwealth employees which includes the State Police. Records required by the Department to be maintained by the issuing agent in carrying out its duties under this chapter shall be subject to periodic inspection by authorized representatives of the Commonwealth or its designated agents under the following conditions:
  - (1) *Place.* The inspection will be conducted at the issuing agent's established place of business.
  - (2) *Time.* The inspection will be conducted during regular and usual business hours.
  - (3) *Scope.* The inspection will be limited to examination of the records and plate inventory which are subject to the recordkeeping requirements of this chapter

### **Section 43.8. Return or surrender of temporary registration cards and plates.**

- (a) *Discontinued business.* An issuing agent, other than a card agent, who discontinues his business shall, within 5 days, return to the Department the certificate of authorization and the temporary registration cards and plates in the agent's possession. The Bureau will make appropriate refunds under subsection (c).
- (b) *Suspension.* An issuing agent, other than a card agent, whose right to issue temporary registration cards and plates has been suspended shall surrender the certificate of authorization and the registration cards and plates in the agent's possession at the agent's established place of business to an authorized representative of the Department.
- (c) *Refunds.* A refund of the fee paid by an agent for a temporary registration plate may be obtained upon the return of the plate by the agent, accompanied by the appropriate form provided by the Department, except when the plate is being returned by a dealer, manufacturer or full agent whose authorization has been suspended or revoked. The Bureau will deduct \$25 from the refund amount due to cover processing of the request for refund.

### **Section 43.9. Bond.**

- (a) *Authorized dealers, manufacturers, and full agents to be bonded.* Every authorized dealer, manufacturer and full agent shall file and maintain with the Bureau a bond executed by a surety company authorized to transact business in this Commonwealth. The bond shall be for the use and benefit of the Commonwealth and a person who has sustained a monetary loss within the limitations of the bond as specified at subsection (d).
- (b) *Amount of bond.* Issuing agents, other than card agents, shall be bonded in the amount as set forth in the Agent Services Agreement.
- (c) *Decrease in amount of bond.* If the amount of the bond is decreased, or if there is a final judgment outstanding against the bond, the right of the authorized dealer, manufacturer or full agent to issue temporary registration cards and plates will be suspended until steps are taken, satisfactory to the Bureau, to restore the original amount of the bond, provide additional bond or satisfy the judgment.
- (d) *Limitations of bond.* The bond required under this section shall cover transactions in which the Commonwealth or a person specified in subsection (a) has sustained a monetary loss due to the agent, dealer or manufacturer submitting a dishonored or uncollectible check to the Commonwealth (including protest and uncollectible check fees), or failing to remit to the Commonwealth a fee or tax when the monetary loss is incurred in connection with the business of the dealer or manufacturer. A check which is dishonored upon presentment, or an application for title or registration which is received without a required fee or tax, shall constitute a monetary loss. Failure to pay a monetary penalty within 45 days of assessment shall also constitute a monetary loss. The bond required under this section may not cover a loss for a transaction which is not mentioned in this subsection relating to the issuance of temporary registration cards or plates in connection with the business of the dealer, manufacturer or full agent. If the dealer, manufacturer or full agent

has one or more branch offices, the amount of the bond shall be as specified in the Agent Services Agreement.

- (e) *Bond already on file.* An authorized dealer, manufacturer or full agent who has filed a bond with the Commonwealth will not be required to file a separate bond under this section, if the bond already on file with the Commonwealth is in the name of the Commonwealth and at least equal to the amount and coverage of the bond required under this section.
- (f) *Acceptance.* The surety and terms of bonds or riders shall be subject to review and acceptance by the Bureau.
- (g) *Change of address.* When a change of address occurs, a stipulation or rider to the original bond shall be submitted for the new address.
- (h) *Authorized claims.* The Bureau has the right to make and settle claims upon the bond with the surety company on behalf of the Commonwealth and a person who has incurred a monetary loss as specified in subsection (a). The Bureau will, upon written request, assign this right to a person for that person's claim; however, in this event, the Commonwealth is released from any duty to the person towards obtaining satisfaction of that person's claim. The Commonwealth will have priority, to the exclusion of all others, in receiving payment from the surety. If the aggregate amount of valid claims exceeds the amount of the bond, priority for the payment of claims shall be as follows:
  - (1) Claims made by the Commonwealth.
  - (2) Claims made by the Commonwealth for persons.
  - (3) Claims made by persons who obtained assignment from the Bureau.

#### **Section 43.10. Prohibited acts.**

- (a) *False information not knowingly to be given.* An issuing agent may not knowingly issue a temporary registration card or plate containing misstatement of facts or other false information.
- (b) *Alteration.* A temporary registration card or plate may not be altered. An alteration on a temporary registration card or plate, including copies submitted to the Bureau, renders it invalid.
- (c) *Renewal or reissuance.* An issuing agent may not renew or reissue a temporary registration card or plate which has expired, except upon written authorization of the Department or except as provided for in § 43.6(a)(3) (relating to issuance of temporary registration plates).
- (d) *Refusal to issue.* An authorized dealer, manufacturer or full agent may not refuse, upon request, to issue a temporary registration plate to the owner or lessee of a vehicle who possesses proper documentation under this chapter.
- (e) *Issuance at location not approved by the Department.* Temporary registration plates may not be issued by an authorized dealer, manufacturer or full agent at a location other than the approved places of business of the authorized dealer, manufacturer or full agent, except under § 43.6(b).

- (f) *Refusal to accept separate check or money order.* An issuing agent may not refuse to accept a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth in association with a title application.
- (g) *Consignment.* An authorized dealer, manufacturer or full agent may not consign or transfer to other issuing agents or persons, any of the inventory of temporary registration plates issued by the Department to the authorized dealer, manufacturer or full agent.
- (h) *Issuance of temporary registration without proper documentation.* An authorized dealer, manufacturer, or full agent may not issue a temporary registration card or plate if proper documentation is not complete and if information is not verified if required. This includes proof of ownership, insurance coverage, odometer statements, proof of identity and other documentation that may be required.
- (i) *Gifts.* An issuing agent may not offer or deliver money, gifts or other items of substantial value nor offer and deliver money, gifts or other items to a Commonwealth employee.
- (j) *Reportable transactions.* An issuing agent may not fail to report any transaction involving the sale or transfer of a vehicle consistent with Internal Revenue Service statutes, regulations and rules.

**§ 43.11. (Reserved).**

**§ 43.12. Use of temporary registration plate.**

- (a) *Applicability.* This section pertains to the use of a temporary registration plate by the person to whom it was issued.
- (b) *Temporary registration plate nontransferable.* Temporary registration plates may not be transferred from one vehicle to another. If a person purchases another vehicle before receiving the regular registration card from the Bureau, the person shall wait until receipt of the regular registration card and then transfer the registration plate in the usual manner.
- (c) *Expiration of temporary registration plates.* Temporary registration plates shall expire as follows:
  - (1) *Rules pertaining to cardboard plates.*
    - (i) A cardboard temporary registration plate shall expire and become void upon the occurrence of one of the following:
      - (A) Issuance of registration from another state.
      - (B) Rescission of a contract to purchase a vehicle.
      - (C) Expiration of 30 days from the date of issuance. **NOTE: Act 165 signed into law on November 4, 2016 changed this expiration date to 60 days.**
    - (ii) Upon expiration of a cardboard temporary registration plate, the person to whom it was issued shall destroy it.

- (2) *Rules pertaining to metal plates.* A metal temporary registration plate may not be used after the expiration of 60 days from the date of issuance of the temporary card and plate until the registrant receives a regular registration card from the Bureau.
- (d) *Use of temporary registration plates on vehicles transporting a load. Vehicles transporting a load shall comply with the following:*
  - (1) Temporary metal registration plates may be used on a vehicle transporting a load if the vehicle has a gross vehicle weight rating of 26,000 pounds or less and the vehicle and load have a gross weight of 26,000 pounds or less.
  - (2) Temporary metal registration plates may not be used on a vehicle transporting a load, if the vehicle has a gross vehicle weight rating in excess of 26,000 pounds or the vehicle and load have a gross weight in excess of 26,000 pounds, unless the vehicle is operating only within this Commonwealth or through jurisdictions which are not members of the International Registration Plan.
  - (3) Temporary cardboard registration plates may not be used on a commercial vehicle transporting a load.
- (e) *Prosecution.* A person who violates subsection (c) shall be subject to prosecution under 75 Pa.C.S. § 1301 (relating to driving unregistered vehicle prohibited).

**§ 43.13. Special temporary registration cards and plates.**

The Secretary may authorize the issuance of special temporary registration cards and plates for special occasions which he deems to be in the best interests of the Commonwealth. Temporary registration cards and plates shall be valid for a period of time the Secretary will determine.