

LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS

**OFFICE OF MOTOR VEHICLES
COMMERCIAL DRIVERS LICENSE**

Original Application

APPLICATION FOR THIRD PARTY TESTER CERTIFICATION (Fee \$50.00)

1. Name of your business: _____
2. Your name/title (print): _____
3. Physical Address: _____ City: _____ Zip: _____
4. Local mailing address: (if different): _____
Telephone # _____ FAX # _____
5. Number of years the company or business has been in operation in Louisiana: _____
6. Do you own or lease at least one permanent regularly occupied structure in Louisiana? _____
7. Fully describe the location where skills testing would occur (lot dimensions, owned/leased property, on/off company's physical site; etc.) _____

8. Public testing is a requirement. Is the location for skills testing readily accessible to the public, or is a security stop/check required? _____
9. Has your business or company ever done business under any other name? _____
If "Yes", list all such prior business names and addresses: _____

10. Do you currently have an established commercial motor vehicle training program? _____
11. Is your company or business a: commercial motor carrier _____; governmental entity _____; association _____; proprietary training school _____; educational institution _____ (Mark X)

12. If your company or business is subject to the Federal Motor Carrier Safety Regulations, what is your DOT number and current safety rating? _____

13. Number of full-time commercially licensed drivers on your company payroll: _____

14. Indicate the number of vehicles owned or leased in class "A" _____ "B" _____ "C" _____

15. Will you allow your vehicle(s) to be rented to the public for skills testing? _____

If "Yes", what would be the monetary amount for rental? _____

16. Name of person(s) in full-time employment responsible for your third party tester operations.

17. Do you believe the above names person(s) to possess the moral character necessary to conduct all CDL examinations in a manner reflecting their importance to society, their seriousness to the individual, and their impact on the public safety? _____ Yes _____ No

18. Has any full-time qualified CDL examiner on your payroll ever had his/her driving privileges suspended/disqualified? _____. If "yes", list name, and CDL number of such examiner(s) and the date/time period of each suspension/disqualification. _____

19. Do you agree to monitor your examiner's testing? _____ Yes _____ No

20. Attach to this application, a certificate of insurance from your liability insurance carrier which indicates the make, model, year, and serial number of each vehicle you own or operate which could be utilized for CDL skills testing.

I hereby certify under penalty of perjury and/or suspension or revocation of third party tester certification, the above information is true and correct. I further certify that I am knowledgeable of the provisions of the Third Party Tester Agreement entered into by my company/employer.

Date

Authorized Representative

Title

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

THIRD-PARTY TESTER AGREEMENT

Be it known that on this _____ day of _____, _____, in consideration of the mutual benefits to be derived here from and the mutual responsibilities undertaken by the parties hereto, the Louisiana Department of Public Safety & Corrections, Office of Motor Vehicles, hereinafter referred to as "Office of Motor Vehicles" does hereby make and enter into the following agreement with:

_____, hereinafter referred to as "Third-Party Tester" for the purposes of Third-Party Tester furnishing third-party testing of individuals seeking commercial driver's license certification on the terms and conditions set forth herein.

1.

Office of Motor Vehicles shall administer and enforce the provisions of this agreement, and shall permit Third-Party Tester herein to administer approved commercial driver's skills tests pursuant to the provisions of R.S. 32:401, et seq, Title 55, and FMCSR 383.75. Designated agent of Third-Party Tester herein must apply for and obtain certified Third-Party Examiner status from the Office of Motor Vehicles, State of Louisiana. Third-Party Tester must be available to administer skills tests to the general public.

2.

Certified Third-Party Tester certification and Examiner/agent status shall be applied for on a form prepared and furnished by Office of Motor Vehicles and Third-Party Tester and agents thereof shall furnish all requested information contained thereon, in addition to furnishing to the State at the time of said application satisfactory proof that Third-Party Tester has in full force and effect bodily injury and property damage liability insurance on all motor vehicles utilized in administering skills tests and further insuring the liability of the testing program, the examiners administering the test, and any person or persons taking the skills tests, in the amounts required by applicable State and Federal Law. For purposes of this agreement, satisfactory proof of the existence of the policies of insurance specified above shall consist of a certificate from the insurance carrier stipulating the amount and types of coverage in effect and providing that said coverage may be canceled only upon thirty (30) days written notice to the State. Said certificate shall also specify the make, model, year, and serial number of each and every vehicle which will be utilized for testing purposes, which certificate shall be amended by rider whenever any vehicles are added or subtracted from coverage under said policy. A copy of said rider shall be provided to State within thirty (30) days of the change in fleet status. If Third-Party Tester is self-insured, satisfactory proof of this status must be provided to State at the time of making application for certification of Third-Party Tester.

3.

Third-Party Tester, other than those classified as governmental entities, shall execute a good and sufficient surety bond with a surety company qualified to do business in Louisiana as surety, in the sum of \$10,000, for each location. The bond shall name The Department of Public Safety and Corrections, Office of Motor Vehicles, as obligee. The bond shall cover the retesting of drivers in the event the initial test was inadequate or that the test was conducted through fraud related activities. If the Third-Party tester fails to meet the conditions of the bond, the obligation of the surety shall remain in full force and effect. This contract shall not become effective until the Third Party Tester has complied with the requirements of this paragraph. In the event the Third Party Tester fails to maintain compliance with this paragraph during the term of this contract, The Department may immediately suspend or terminate this contract upon written notice to the Third Party Tester. The principal of the third-party examiner or tester who has or is seeking a contract with the Department of Public Safety and Corrections, public safety services, to administer commercial driving examinations and tests shall consent to, pass, and pay the costs of an annual background check.

4.

Third-Party Tester herein does agree to indemnify and hold the State of Louisiana, its agents, and employees harmless from and against any and all claims, losses, damages, costs, and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement, or damage arising from or claimed to arise from any act or omission of the Third-Party Tester, their examiners, agents or employees in the performance of this agreement.

5.

The Third-Party Tester, their examiners, agents, or their employees shall not be liable for any and all claims, losses, damages, costs, and other proceedings made, sustained, brought, or prosecuted in any manner based upon, occasioned by, or attributable to any injury, infringement, or damage arising from, or claimed to have arisen from, acts committed by a driver during the administration of a skills test, or after licensing upon completion of a skills test, provided the skills test was administered in accordance with applicable Louisiana and Federal laws, rules, regulations, memos or other directives.

6.

Third-Party Tester and examiners/agents thereof hereby agree to comply with and abide by all applicable statutes, regulations, policies, and directives of the State of Louisiana and the United States Department of Transportation during the existence of this agreement and do hereby grant to Office of Motor Vehicles and the Federal Motor Carrier Safety Administration (or their designated representatives) the right to conduct random examinations, inspections, or audits of the records, premises, and/or equipment of Third-Party Tester and examiners/agents thereof without prior notice during business hours for compliance herewith.

7.

Third-Party Tester, and agents thereof hereby agree to maintain at least one (1) full-time Third Party Examiner, certified by the Office of Motor Vehicles, on its payroll and maintain at each approved Third-Party Tester site or place of business, for a minimum of five (5) years from the date of the test, a record of each driver for whom Third-Party Tester and examiner/agent thereof has conducted a skills test, whether or not said driver passes or fails the test. Each such record shall include: (a) The name of the driver; (b) Driver's social security number, license number, and name of the State issuing said driver's license; (c) The date the skills test was administered and the score obtained by the driver, along with the score sheets for said testing; (d) The name, address, and certificate number of the Third-Party Examiner administering said skills tests; (e) The make, model, and license numbers of any vehicle used to conduct the testing; and (f) A copy of any written contract with the person being tested and all receipts and disbursements in connection therewith.

8.

Third-Party Tester and examiners/agents thereof hereby agree to further maintain at each Third-Party testing site or place of business for a minimum of five (5) years a record of Third-Party Tester's certification, a record of the Third-Party Tester's Agreement, a record of each certified Third-Party Examiner in the employ of Third-Party Tester and agents thereof which record shall include: (a) A copy of the examiner's certificate issued by the State of Louisiana, Office of Motor Vehicles, to said Third-Party Examiner; (b) A copy of the Third-Party Examiner's driving record, updated annually from the date of employment; (c) All evidence of payroll employee status for the Third-Party Examiner; (d) Copies of all Third-Party Examiner records, including the skills testing administered by said examiner; (e) A copy of each Third-Party examiner's training record; (f) A copy of the approved road route(s). For the purposes of this section, the five (5) year period herein specified is to commence from the date the Third-Party Examiner leaves the employ of the Third-Party Tester herein named.

9.

Third-Party Tester, Examiners, and agents thereof herein agree not to charge a driver-applicant a fee in excess of the fee stated in the Louisiana Administrative Code.

10.

Third-Party Tester, Examiners, and agents thereof further agree not to permit or sanction any examiner, employee, or agent to accompany any driver-applicant into any examining office of the Office of Motor Vehicles for the purpose of taking a written or skills test given by Office of Motor Vehicles, nor shall any examiner, employee, or agent be allowed to solicit business for Third-Party Tester and agents thereof or advertise its program on the premises of the Office of Motor Vehicles.

11.

Third-Party Tester, Examiners, and agents thereof agree to post in a conspicuous place within its premises in Louisiana, its certificate of Third-Party Tester obtained from Office of Motor Vehicles, and additionally displaying the certificate of Third-Party Examiner of each certified Third-Party Examiner employed at that location.

12.

Third-Party Tester, Examiners, and agents thereof agree to notify Office of Motor Vehicles in writing within thirty (30) days prior to any changes in the information provided to Office of Motor Vehicles on its application and the documentation attached hereto for Third-Party Tester. Third-Party Tester, Examiners, and agents thereof shall further notify Office of Motor Vehicles within ten (10) days of any Third-Party Examiner leaving or discharged from its employ or any change in the driving or qualification status of any Third-Party Examiner in its employ, or if Third-Party Tester ceases operations in Louisiana.

13.

Third-Party Tester, Examiners, and agents thereof shall submit to and obtain approval from Office of Motor Vehicles of a test route or protocol for use in the administering of skills testing to driver-applicants for each location approved by Office of Motor Vehicles to administer testing. No changes in this route or protocol shall be implemented by Third-Party Tester, Examiner, or agent thereof without prior written approval of the Office of Motor Vehicles. All skills tests shall be conducted strictly in accordance with provisions of LA R.S. 32:401, et seq. and the regulations promulgated thereunder and with all current test instructions provided by Office of Motor Vehicles. All skills tests shall be administered in English, without the use of interpreters, in the following order: Vehicle Inspection, then Basic Controls, then Road in a vehicle that is representative of the class(es) or type(s) of vehicles for which the driver-applicant is seeking a license and for which Third-Party Tester, Examiners, and agents thereof are certified to test. All scoring for said tests shall be done on forms approved by the Office of Motor Vehicles.

14.

Third-Party Tester, Examiners, and agents thereof shall submit a schedule of CDL skills testing appointments to the State no later than two business days prior to each test, in a manner to be prescribed by the State. Examiner, and agents thereof shall administer a minimum of ten skills test examinations of different applicants per calendar year. Examiners shall not administer skills tests to applicants whom they have trained. Third-Party Tester shall submit the results of the skills tests in a manner to be prescribed by the State.

15.

Third-Party Tester, Examiners, and agents thereof hereby agree that all examiners utilized by it shall have: (a) Made application to and obtained from Office of Motor Vehicles certification as Third-Party Examiner; (b) obtained from State a valid Louisiana Commercial Driver's License for the class or classes of vehicle(s) for which certification has been obtained for Third-Party Tester and examiner; (c) Successfully completed an Office of Motor Vehicles sanctioned commercial driver's license examiner's course; (d) Agreed to participate in all Office of Motor Vehicles mandated advanced training courses, work-shops, or seminars; (e) Attained the age of twenty one (21) years of age and have a high school diploma or its equivalent.

16.

Third-Party Tester, Examiners, and agents thereof herein agree to keep all skills testing materials and records safeguarded at all times, and must be kept in a secure place under lock and key and only available to the director of the Third-Party Tester or to those representatives authorized to administer skills tests. Third-Party Tester will be responsible for, at least quarterly, accounting for all testing materials. Lost or stolen test materials shall be reported in writing, at a minimum specifying the assigned number(s), who identified the missing material, and the date of last inventory review, to the Office of Motor Vehicles immediately. If a theft or suspected theft has occurred, the local law enforcement agency must also be notified and a police report specifying the stolen material's assigned numbers shall be sent to the Office of Motor Vehicles within 5 business days.

17.

Third-Party Tester, Examiners, and agents thereof hereby agree to administer at no charge to the representatives of State or the Federal Motor Carrier Safety Administration on at least an annual basis the skills test(s) which it is certified to administer. Office of Motor Vehicles shall send one or more representatives to the premises of Third-Party Tester, Examiners, and agents thereof on at least an annual basis for such testing purposes, and Third-Party Tester, Examiners, and agents thereof shall not unreasonably refuse to administer such test(s) when requested to do so.

18.

Third-Party Tester, Examiners, and agents thereof herein agree to provide to each driver who takes and passes the skills test documented proof of successful completion of said test on a form to be provided or approved by Office of Motor Vehicles.

19.

Office of Motor Vehicles hereby reserves to itself, and Third-Party Tester, Examiners, and agents thereof hereby agree thereto, the right to take prompt and appropriate remedial action against Third-Party Tester, and Examiners in the event said tester or examiners fail to comply with the terms of this agreement or with the requirements of LA - R.S. 32:401, et seq. and the regulations promulgated thereunder, all as provided for in LA - R.S. 32:408.1, et seq. Office of Motor Vehicles may suspend or revoke the authorized Third-Party Tester status of Third-Party Tester, Examiners, or agents thereof for cause, and such suspension or revocation shall operate as a termination of this agreement unless Office of Motor Vehicles postpones cancellation and allows Third-Party Tester, Examiners, or agent thereof thirty (30) days to correct the deficiency. In no event shall more than thirty (30) days be granted to correct such deficiency.

20.

Unless the parties agree otherwise in writing, this Agreement shall be in force for a period of one (1) year from the date specified in the first paragraph of this Agreement. Third -Party Tester and Examiner(s) shall make annual application for renewal of certification/status and the continuation of this Agreement on forms to be provided by Office of Motor Vehicles. Office of Motor Vehicles hereby reserves to itself, and Third-Party Tester, Examiners, and agents thereof hereby agree thereto, the right to withdraw from and discontinue this agreement upon its expiration which shall be one (1) year from the date that it is entered into. The Office of Motor Vehicles or Third-Party Tester may terminate the Agreement at any time by giving thirty (30) days written notice to the Office of Motor Vehicles. The Third-Party Tester agrees to return all unused Skills Test Certificates in its possession upon written notice by Office of Motor Vehicles of its intent to discontinue this Agreement, and to not renew same.

21.

This agreement shall not be assignable by Third-Party Tester, Examiners, and agents thereof. However, said Third-Party Tester and agents thereof shall have the right to utilize subcontractors in the performance of this agreement to the extent of securing facilities and/or necessary equipment. Any subcontractors so utilized shall be subject to all the requirements imposed upon Third-Party Testers and agents thereof and under State and Federal Law, as applicable.

22.

The Third-Party Tester, Examiners, and agents thereof, agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and agree to abide by the requirements of the Americans with Disabilities Act of 1990.

The Third-Party Tester, Examiners, and agents thereof, agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Third-Party Tester, Examiners, and agents thereof, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

23.

In the event that any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. In the event the deletion of such provision or provisions would result in such a material change so as to cause completion of the skills testing contemplated herein to be unreasonable or contrary to law, then this agreement shall be deemed terminated on the date any such provision is held to be invalid, illegal, or unenforceable.

24.

The jurisdiction and venue for any litigation filed against the Department regarding this contract shall be the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. The applicable law shall be Louisiana law.

25.

This contract is the entirety of the agreement between the parties. No other document shall be considered a part of this agreement unless it is expressly referenced or described in this agreement. No amendment to this agreement shall be effective unless such amendment is in writing, and signed by all parties. Any amendment shall take effect immediately upon execution by all parties unless another effective date is specified in the amendment. However, in the event any law is amended, and the amended law conflicts with any provision(s) of this contract, any such provision(s) of this contract shall be deemed amended to conform to the amended law.

26.

All notices and written communications required or desired to be given pursuant to this agreement shall be mailed to the following address:

Louisiana Department of Public Safety & Corrections
Office of Motor Vehicles - Commissioner
P. O. Box 64886
Baton Rouge, Louisiana 70896-4886

Name of Firm

Address of Firm

Zip

Printed Name of Company Official

27.

The parties hereto hereby agree that this agreement shall not be modified except by subsequent agreement in writing and attached hereto as an addendum, duly signed by all parties.

Signature of Third Party Tester/Company Official

Date

Witness

Witness

Department of Public Safety, Undersecretary

Date

Witness

Witness

**LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS
OFFICE OF MOTOR VEHICLES**

BOND FOR A THIRD PARTY TESTER

BOND NO. _____

TRADE NAME OF BUSINESS (MUST READ EXACTLY THE SAME AS ON APPLICATION)

PHYSICAL ADDRESS OF "ALL"THIRD PARTY TESTER LOCATIONS

TYPE OF BUSINESS (AMOUNT OF BOND)

THIRD PARTY TESTER \$10,000

OWNERSHIP [] Individual [] Partnership [] Corporate IF CORPORATE, List state of Domicile

Parish (County) of _____, State of Louisiana, as principal (hereinafter called principal), AND Surety,

NAME OF SURETY

HOME OFFICE ADDRESS OF SURETY

(hereinafter called Surety), are held and firmly bound unto the Department of Public Safety and Corrections, Office of Motor Vehicles, for the State of Louisiana (hereinafter called the Department), in the sum of ten thousand dollars and no cents, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assign, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

WHEREAS, the above named principal has made to the obligee hereunder application for a contract, under Part 3 of Title 55 of the Louisiana Administrative Code engage in business as a Third Party Tester, as defined by Chapter 1, Subchapter A, Section 117, and

WHEREAS, the above named principal is required as a condition precedent to his appointment as such third party tester to deliver annually to the obligee hereto a good and sufficient surety bond for the contract period for the payment of all loss, damages and expenses that may be occasioned by reason of any fraudulent misrepresentation by the third party tester at the time of a transaction.

NOW, THEREFORE, if the above named principal shall pay or cause to be paid all losses, damages and expenses that may be occasioned by reason of any fraudulent misrepresentation by the principal at the time of the transaction, then this obligation shall be void, otherwise to remain in full force and effect.

The bond becomes effective as of _____, 20_____ in support of a contract issued for the term **ending** _____ and may be continued by certificate each year in support of any contract issued for any subsequent year, provided, however, that the aggregate liability of the surety hereunder shall in no event exceed the sum of such bond regardless of the number it is continued in force.

Provided further, the surety shall have the right to terminate its liability hereunder by serving written notice of its election to do so, by United States registered mail, upon the Department and upon the principal, and thereupon the surety shall be discharged from any future liability hereunder for any default of the principal, after the expiration of thirty (30) days from and after service of such notice.

IN FAITH WHEREOF, we have signed these presents at the place and on the date hereinafter indicated.

WITNESS	PRINCIPAL (Name of Third Party Tester)	
SIGNED AT (City/State)	SIGNED BY	TITLE
WITNESS	DATE	
SIGNED AT (City/State)	SURETY (Name of Surety)	
COUNTERSIGNATURE (La. Res. Agent, if necessary)	SIGNED BY	DATE

Louisiana Department of Public Safety and Corrections



PUBLIC SAFETY SERVICES
OFFICE OF MOTOR VEHICLES

I hereby declare that _____, CDL Third Party tester, is a government entity and is therefore exempt from the surety bond requirement listed in FMCSR 383.75 and the Third Party Tester Agreement.

Company official signature

Date

Company official name (print)

Address of company

City, zip

"YOU DRINK & DRIVE, YOU LOSE"

P.O. BOX 64886, BATON ROUGE, LOUISIANA 70896-4886

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