**COMMERCIAL DRIVER LICENSE (CDL) THIRD PARTY TESTING COMPANY AGREEMENT**

Wisconsin Department of Transportation

MV3549 10/2021

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| Third Party Testing Company Name      |
| Address      |
| City, State, ZIP Code      |
| Agreement Date (m/d/yyyy) |

This agreement between the Wisconsin Department of Transportation (WISDOT) and the third party testing company named above (TESTING COMPANY) is entered into as of the above agreement date. Under this contract, TESTING COMPANY may provide specialized services to WISDOT by conducting commercial driver license (CDL) skills tests on behalf of WISDOT pursuant to section 343.16(1)(b) Wisconsin Statutes and Chapter Trans 115 Wisconsin Administrative Code.

This agreement is made between WISDOT and TESTING COMPANY in consideration of the mutual promises and benefits set forth.

**A. TESTING COMPANY Covenants – TESTING COMPANY agrees to the following:**

1. To conform to all federal and state statutes and regulations applicable to CDL license testing;
2. To allow WISDOT or the Federal Motor Carrier Safety Administration (FMCSA) to conduct random examinations, inspections and audits of TESTING COMPANY’S books, records, premises, and test programs without prior notice;
3. To not charge a person more than $150 for each full CDL skills test (Vehicle Inspection, Basic Control Skills and Road Test) administered by TESTING COMPANY.
4. To not charge a person more than $50 for each retaken segment of a CDL skills test (1. Vehicle Inspection, 2. Basic Control Skills, 3. Road Test);
5. To not charge a person more than $50 for each abbreviated school bus test administered by TESTING COMPANY;
6. To not charge a person more than: $50 for each lift air brake restriction test (Vehicle Inspection); $50 for each lift manual transmission restriction test (Road Test); or $150 for each lift tractor-trailer restriction test (Vehicle Inspection; Basic Control Skills and Road Test) administered by TESTING COMPANY;
7. To not charge a person a fee of more than $15.00 (per segment of test) when driver fails to show for a scheduled appointment without advance notice;
	1. If all three segments are scheduled, you may charge a total of $45.00 for a “No Show” fee.
	2. If only one test segment (i.e. road test) is scheduled, you may only charge $15.00 for a “No Show” fee.
8. A TESTING COMPANY may charge Federal IRS mileage for miles traveled to and from test routes that exceed a 25 mile radius from the TESTING COMPANY’s Headquarters;
9. To be a Wisconsin resident and to maintain a primary place of business within the State of Wisconsin, at which is at least one permanent structure;
10. To comply with all state and local law and safety regulations pertaining to the operation of a business;
11. To employ at least one safety officer or official who is responsible for overseeing the third party test operation and to promptly advise WISDOT of the safety officer’s name, address and telephone number if that information changes;
12. To employ at least one third party examiner;
13. To administer at least 10 tests per year, in each segment (i.e. 10 VI, 10 BCS, 10RT);
14. To maintain, at TESTING COMPANY’s primary place of business, an alphabetical file for each tested person conforming to the requirements of Chapter Trans 115.04(3)(d) Wisconsin Administrative Code, for at least 2 years after the date the person was last tested by TESTING COMPANY;
15. To maintain, at TESTING COMPANY’s primary place of business, an annual log of CDL skills tests conducted in conformity with the requirements of Chapter Trans 115.04(3)(e) Wisconsin Administrative Code;
16. To maintain, at TESTING COMPANY’s primary place of business, a record for each third party examiner in TESTING COMPANY’s employ containing all required documents gathered within the preceding 5 years. Required documents shall be gathered at least annually by TESTING COMPANY and include all of the following:
	1. A copy of the examiner’s certificate; and
	2. A copy of the examiner’s driver abstract; and
	3. Evidence that the examiner is employed by TESTING COMPANY, e.g., a W-4 on file; and
	4. A copy of the examiner’s overview CDL Training certificate;
17. The TESTING COMPANY shall schedule CDL Skills testing appointments into the Commercial Skills Testing Information Management System (CSTIMS) a minimum of 2 days in advance in conformity with Chapter Trans 115.04(3)(gm) and 49 C.F.R. 383.75;
18. To conduct CDL skills tests in conformity with the requirements of Chapter Trans 104 Wisconsin Administrative Code; Chapter 343.16 Wisconsin Statutes and 49 CFR 383.133 Federal Motor Carrier Safety Regulations;
19. To notify WISDOT each time a person passes or fails a CDL Skills Test using the Commercial Skills Testing Information Management System (CSTIMS) within 48 hours of the test completion in conformity with Chapter Trans 115.04(3)(hm), Chapter Trans 115.04 (3)(i), and 49 CFR 383.75(b);
20. Inspection of vehicles used for CDL examinations (owned and rented). Only vehicles that are properly registered, not modified from original manufactured state, meet the minimum safety requirements of federal and state law, and meet the definition of a CMV set forth by 49 CFR 383.5, may be used for CDL examinations;
21. To immediately advise WISDOT of any change in the location at which TESTING COMPANY will conduct examinations;
22. To request and obtain authorization from WISDOT before altering the CDL skills test route, test content, or test procedures;
23. To maintain an email address for communication to and from WISDOT. Promptly notify WISDOT of email address change.

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1. To notify WISDOT in writing, through new application, of any of the following 30 days prior to the change:
	1. Any change in the TESTING COMPANY’s name, address, responsible party, or route listing;
	2. Any change in the EXAMINERS employed by the TESTING COMPANY;
	3. Any change in the EXAMINER’s name, address, employer, or license status;
2. To notify WISDOT in writing of any of the following 30 days prior to the change:
	1. TESTING COMPANY discontinuation of business in Wisconsin;
	2. EXAMINER discontinuation of CDL testing in Wisconsin;
	3. An examiners failure to comply with any of the CDL skills test requirements;
	4. An examiners failure to meet any of the physical requirements of Chapter Trans 115.05(1)(h) Wisconsin Administrative Code;
3. Not to advertise or suggest in any manner that the TESTING COMPANY’s program is approved, sanctioned or endorsed by WISDOT over another program;
4. Not to advertise, suggest or imply in any manner that:
	1. TESTING COMPANY can issue or guarantee the issuance of a CDL;
	2. TESTING COMPANY can influence WISDOT’s decision whether to issue a CDL;
	3. TESTING COMPANY can obtain preferential treatment from WISDOT for a driver;
5. Not to accept anything of value from a person who is taking a CDL skills test administered by TESTING COMPANY except the regular fee for the examination charged by TESTING COMPANY;
6. The TESTING EXAMINER shall not administer test(s), alter records, or conduct business for immediate family members. Immediate family is defined as:
7. A parent, stepparent, grandparent, foster parent, child, stepchild, grandchild, foster child, brother, sister, aunt, uncle of the examiner.
8. The spouse or domestic partner of the examiner
9. To maintain insurance and a surety bond in compliance with Chapter Trans 115.09 Wisconsin Administrative Code.
10. To annually provide WISDOT with proof of insurance and surety bond as specified in Chapter Trans 115.09(2) Wisconsin Administrative Code;
11. To indemnify and hold harmless the State of Wisconsin, WISDOT, and all of the State’s and WISDOT’s officers, employees and agents from and against any and all rights, causes of action, claims, demands, suits, liabilities, losses, damages, and costs, arising out of, based on, occasioned by or attributable to any act or omission of TESTING COMPANY or TESTING COMPANY’s agents, examiners or other employees and whether such action is made in law, equity, or before the State of Wisconsin Claims Board.

**B. WISDOT Covenants – WISDOT agrees to:**

1. Acknowledge commercial driver license test results submitted to WISDOT by TESTING COMPANY in the same manner as if submitted by a WISDOT examiner;

2. Conduct random examinations, inspections and audits of TESTING COMPANY’s books, records, premises, and test programs and determine whether TESTING COMPANY is in compliance with the provisions of this agreement and state and federal law relating to CDL license testing.

**C. Communications**

Notices and communications to TESTING COMPANY from WISDOT may be made by regular mail to the address for TESTING COMPANY stated above. Notices and communications from TESTING COMPANY to WISDOT shall be made by mail to: Wisconsin Department of Transportation, Bureau of Driver Services, P.O. Box 7920, Madison, WI 53707-7920.

**D. Termination of Agreement**

This contract may be terminated by either party, for any reason, upon written notice to the other party. WISDOT shall terminate this agreement if it determines that TESTING COMPANY is not in compliance with the terms of this contract or with state or federal laws or regulations regarding the administration of CDL skills tests.

If this agreement is terminated by either party for any reason, TESTING COMPANY agrees to refund test fees collected from persons who have not been tested by TESTING COMPANY at the time of termination.

**E. Additional Provisions**

This is the sole and entire contract between the parties and no terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by WISDOT.

This contract shall be governed under the laws of the State of Wisconsin. TESTING COMPANY shall comply with and observe all federal and state laws, local laws, ordinances and regulations that are in effect during the period of this contract and which in any manner affect TESTING COMPANY’s work or conduct.

No right or duty in whole or in part of TESTING COMPANY under this contract may be assigned or segregated without the express written consent of the Secretary of Transportation.

The provisions of this contract are severable and the unenforceability of any provision shall not affect the enforceability of remaining contract provisions.

**THIRD PARTY TESTING COMPANY WisDOT DEPARTMENT REPRESENTATIVE**

**X** **X**

 (Authorized Signature) (Supervisor, Training and Records Unit, Bureau of Driver Services – Signature)

      Shaun Peterson

 (Print Name) (Print Name)

      Supervisor, Training and Records Unit, Bureau of Driver Services

 (Title) (Title)