

**APPENDIX B
COMMISSION AGENT
TITLE AND REGISTRATION PROCESSING**

Appendix B is made between the State of Alaska, Department of Administration, Division of Motor Vehicles (hereafter “DMV”), and City of Utqiagvik (hereafter “Commission Agent”), P.O. Box 629, Utqiagvik, AK 99723.

In addition to the provisions outlined in Appendix H, DMV Commission Agent, the parties agree as follows:

I. GENERAL PROVISIONS

- A. **TERM.** The period of performance for Appendix B begins **July 1, 2024**, and ends **December 31, 2025**, unless terminated earlier under Section IX of Appendix H, DMV Commission Agent.
- B. **AUTHORIZATION.** DMV will authorize connection to ALVIN for each Commission Agent Representative and Processor and will provide security clearance for processing transactions as specified and limited in the Contract and this Appendix B. The Authority under this Contract is not transferable.
- C. **DESCRIPTION OF WORK.** Except as limited by Section I.C. of Appendix H DMV Commission Agent, the Commission Agent is authorized to update or create the following vehicle records in accordance with federal, state, and local statutes, regulations, and ordinances, as well as DMV policy, procedures and SOPs:
1. **Update or Create Vehicle Records.** In accordance with AS 05.25, AS 28, 2 AAC 70, and 2 AAC 92, the Commission Agent may view or create the following vehicle records:
 - a. Title vehicles, trailers, and boats, issue reconstructed titles, process involuntary lien and surety bond transactions and issue duplicate titles.
 - b. Register vehicles, trailers and boats, and issues registrations, license plates, validation tabs, month tabs, boat decals, duplicate registrations, temporary permits, and one-way trip permits.
 - c. Register ATVs, APVs, snow machines, and off-highway vehicles and issue registrations, decals, year stickers and duplicate registrations for those vehicles.
 - d. Perform vehicle inspections.
 - e. Assign vehicle identification and hull identification numbers (VIN and HIN, respectively) for homemade trailers and boats, respectively.
 - f. Access ALVIN and view detailed vehicle record(s) (DVR) to verify eligibility of applicants for registration exemptions and issue appropriate permanent tabs (P and Z tabs) and license plates for those applicants.

- g. Issue disability parking permits.
 - h. Issue 60-day temporary permits for original title and/or registration transactions received through the mail from outside the State of Alaska when received from one of the following eligible applicants:
 - i. Alaska residents who are active-duty military stationed outside of Alaska;
 - ii. Alaska residents who are full-time students attending school outside of Alaska;
 - iii. Licensed and bonded dealers;
 - iv. Alaska-based companies engaging business in the State of Alaska with a current Alaska Business License with proof of a physical Alaska address where they conduct their business; and
 - v. Alaska residents who live in Alaska that do not have access by road (within 50 miles) to a DMV office with proof of their principle physical Alaska address, along with a valid Alaska Driver's License or ID. No in-person VIN inspection will be required for applicants under this subsection.
 - i. Process title and/or registration transactions received through the mail from outside the State of Alaska when received from one of the following eligible applicants:
 - i. Alaska residents who are active-duty military stationed outside of Alaska;
 - ii. Alaska residents who are full-time students attending school outside of Alaska;
 - iii. Licensed and bonded dealers;
 - iv. Alaska-based companies engaging business in the State of Alaska with a current Alaska Business License with proof of a physical Alaska address where they conduct their business; and
 - v. Alaska residents who otherwise are unable or unwilling to visit the DMV or Commission Agent in person, granted that there is no suspected fraud involved when regarding their eligibility under Alaska Code Chapter 92 Article 1: Vehicle Registration, Title, and Transfer.
2. Release of Records. In accordance with AS 28.10.505, 2 AAC 92.200, 2 AAC 90.470, and 18 USC Sec. 271, the Commission Agent may release motor vehicle and driving records to individuals who have a demonstrated business need and legal right to the information based on the applicable laws.

D. **PROHIBITED TRANSACTIONS.** The Commission Agent and its processors shall not perform the following DMV transactions or requests:

1. First-time title and registration transactions received through the mail from outside the State of Alaska from anyone other than the eligible applicants described in C. 1. h. of this Appendix B.
2. Their own personal or immediate family members' transactions. This includes accessing or viewing their own or immediate family members' records in addition to processing transactions and issuing documents.

II. RESPONSIBILITIES OF THE DMV

In addition to the responsibilities of the DMV outlined in Section II of Appendix H, DMV Commission Agent, in order to facilitate the Commission Agent's ability to perform work under the Contract and Appendix B, the DMV has the following responsibilities:

- A. **ACCOUNTABLE INVENTORY.** As defined at Section I. B. 2. This means documents owned by the DMV but utilized by the Commission Agent in processing DMV motor vehicle, trailer, boat, and snow machine title and registration transactions for the general public limited to temporary permits, license plates, titles, validation tabs, monthly tabs, snow machine year tabs, boat year tabs, decals, one-way trip permits, temporary and permanent handicapped placards.

III. RESPONSIBILITIES OF THE COMMISSION AGENT

In addition to the responsibilities of the Commission Agent outlined in Section III of Appendix H, DMV Commission Agent, the Commission Agent must adhere to the following provisions:

- A. **TRAINING.** The Commission Agent is responsible for ensuring that each Commission Agent Representative and Processor receives initial training by DMV or DMV's designee in accordance with Section III of Appendix H, DMV Commission Agent. Initial training includes, but is not limited to, reviewing the DMV's Employee Website for access to SOPs, logging into ALVIN, opening and closing procedures in ALVIN, processing payments to the State using the ALVIN Payment Portal.
- B. **PERSONNEL.** The Commission Agent is responsible for ensuring that their employees are following the requirements of Appendix H, DMV Commission Agent, and Appendix B to ensure they are in compliance with all Contract provisions.
1. The Commission Agent must ensure that each employee:
 - a. Is at least 18 years of age and possess a valid Alaska driver's license or identification card;
 - b. Has no current actions against driver's license, if the employee has a driver's license;
 - c. Be of good moral character per 2 AAC 91.020 (4)(A);
 - d. Has not in the last 10 years been convicted of a felony;

- e. Has not in the last 5 years been convicted of a misdemeanor;
- f. Has no convictions for fraudulent activity, including but not limited to, embezzlement, theft, forgery, larceny, burglary, falsification, or identity theft;
- g. Has signed the following required Security Agreements. The Commission Agent must ensure that each employee adheres to all of the requirements of the signed Agreements. The terms and conditions of the Security Agreements described in this section are incorporated herein as if set out in full, and violation of any requirement of these Agreements and the conditions set forth therein shall constitute a violation of the Contract and may result in immediate suspension or termination of the Contract under Section IX of Appendix H, DMV Commission Agent;
 - i. ALVIN Personnel Security Assignment Form
 - ii. VPN Request Form
 - iii. Background Check Authorization Form
 - iv. Confidentiality of Information Acknowledgement Form
 - v. Professional Code of Ethics Form
 - vi. Security Awareness Attestation and Certification Form. Must be signed annually.
 - vii. Non-Disclosure Agreement Form. Must be signed annually.
- h. Adheres to DMV SOPs and any revisions to those procedures as provided from time to time during the term of the Contract;
- i. Maintains an acceptable error rate within DMV standards in the processing of DMV transactions. These minimum standards provide for a consistent and systematic review of DMV's practices, records, and inventory to ensure that all offices are providing consistent service to customers, to ensure all transactions are properly accounted for, and to ensure accurate record keeping; and
- j. Reads all system messages, including but not limited to messages on vehicle or driving records, as well as NMVTIS messages to include Title History, Brand, and Theft Data, to determine if the transaction can be processed or if further action is required;
 - i. If the message is not understood, or assistance is needed, the Commission Agent Representative or processor must contact Partner Services for assistance with NMVTIS related issues. The representative or processor may also contact DMV NMVTIS Help Desk for assistance with NMVTIS.

- ii. If a Commission Agent Representative or processor receives an NMVTIS error message in processing a transaction, DMV or the NMVTIS Help Desk must be contacted within 24 hours to correct the error.

2. The Commission Agent shall notify DMV immediately in writing of any of the following:

- a. Termination of Personnel
- b. Violations of State or Federal Law - Any employee arrested or convicted of a misdemeanor or felony.

Any employee who is terminated or is convicted of violating any regulation that has a clear nexus between the office and the employee's ability to perform the duties of the Contract will have their ALVIN and VPN access terminated.

It is at the DMV's sole discretion to determine whether an employee is fit to access ALVIN and VPN after an arrest or after a conviction of violating a Federal or State Law or Regulation, or while a criminal case for an alleged violation of Federal or State Law or Regulation is pending.

C. **SEEKING ASSISTANCE.** The Commission Agent shall contact DMV when it needs any kind of assistance specified under Appendix H, DMV Commission Agent, and Appendix B, or otherwise.

- 1. **NMVTIS:** DMV Commission Agent and any of its representatives, employees, and processors must contact DMV or the National Motor Vehicle Title Information System (NMVTIS) Help Desk to resolve all NMVTIS errors that occur in processing transactions.
- 2. **Backing Out Titles:** If a Commission Agent Representative or processor has made an error on a vehicle title, the erroneous title must be removed from the record and NMVTIS.

D. **SECURITY.** The Commission Agent must have and follow internal procedures to ensure adherence to the requirements in Appendix H, DMV Commission Agent, and this Appendix B in order to protect the privacy of ALVIN records, preserve the integrity of the ALVIN system, and maintain accountabilities for all documents received from DMV, assigned to, and issued by the Commission Agent. This includes proper storage and destruction of DMV batch work.

- 1. **Authorization:** The Commission Agent shall not permit any person not previously authorized by the DMV to have access to ALVIN, any DMV systems such as STAR or the DMV Employee Website, any Accountable Inventory or DMV documents. The Commission Agent shall not permit any representative, employee, representative, or processor to perform any function on the ALVIN system until that person has been authorized by DMV to do so by completing the required forms for ALVIN and forwarding to DMV for processing and authorization.
- 2. **Loss or Theft:** The Commission Agent shall take all steps practicable to prevent theft or other loss of any and all Accountable Inventory and DMV supplies and documents, and of any and all information collected by the Commission Agent in the course of transactions with the public under the Contract. The Commission Agent shall, at a minimum, store all such documents, including

titles, registrations, license plates, forms, validation tabs, monthly tabs, and processed and unprocessed work in a locked and secured area.

3. Computer Virus Protection: The Commission Agent must install, maintain, and operate virus scanner software, equivalent to McAfee, Norton, or Trend-Micro, on all computers connected to the State's computer system. Such computers shall be scanned prior to initial connection to the State's computer system to ensure they are free of viruses, worms, malware, Trojan horses, etc. Scanner software and virus definition files must be kept up to date so that the State's mainframe computer is not compromised or left vulnerable to viruses, hackers, or theft of information.

E. FINANCIAL OBLIGATION TO DMV. The Commission Agent is responsible for the following:

1. Transaction Count: The Commission Agent must maintain a minimum transaction count of 250 transactions processed per month.
2. Business Costs: Business costs include all costs of the Commission Agent's participation in and work under the Contract and Appendix B, including but not limited to payment for the Commission Agent's cost of office space, utilities, postage, necessary DMV forms that can be downloaded and reproduced, taxes, bank fees, telecommunication charges, insurance, computer hardware and software, cell phone, including any hardware and/or software required by the DMV, except as specified in Section II of Appendix H, DMV Commission Agent; costs for installation, repair, and support of any and all computer and peripheral system(s).
3. Losses and Shortages: The Commission Agent shall be responsible for and bear the risk of any and all losses or shortages it may incur during the life of the Contract. This includes all losses or shortages in the proceeds and fees to be collected, and all costs of doing business, including credit card fees and costs of collection of checks returned unpaid from the bank. Any errors by the Commission Agent or any of its representatives, employees, or processors resulting in a financial liability will be the sole responsibility of the Commission Agent.
4. Missing Accountable Inventory: If the Commission Agent is, for any reason, unable to account for any DMV Accountable Inventory as defined in Section I. B. 2. of Appendix H, DMV Commission Agent, DMV will assess the Commission Agent \$100.00 for each missing accountable document. The Commission Agent must submit payment under this subparagraph through ALVIN Payment Portal within 15 calendar days of the DMV's billing date.

F. PAYMENT AND PROCEDURES. The Commission Agent must perform the following:

1. Batch Closing: Any batch opened during the day must be closed and recorded to an ALVIN deposit by the next business day.
2. Fund Transfer: Before 5:00 p.m. of the next business day following the batch date, all fees collected for DMV must be transferred to the State's bank account through the ALVIN Payment Portal.
3. End of Day Procedures: At the end of each business day the Commission Agent shall take the following actions:

- a. Close the day’s batch and record it to an ALVIN office deposit;
 - b. Generate in Alvin a Commission Worksheet and email a copy to DMV Fiscal at doa.dmv.fiscal@alaska.gov; and
 - c. Submit batch work documents electronically through MOVEit application.
4. Next Day Deposit Procedures: At the end of the next business day the Commission Agent, no later than 5 p.m., after closing a batch and recording it to an ALVIN office deposit shall:
- a. Deposit into a business bank account all funds collected on behalf of the state for DMV transactions processed; and
 - b. Transfer to DMV the amount due to DMV as specified on the Commission Worksheet; transfers shall be made through ALVIN CLIENT – DMV’s payment portal, at the state’s designated bank.
5. Interest: Should the Commission Agent, for any reason, fail to transfer to DMV the revenues collected under the Contract, whether for transactions processed or for missing Accountable Inventory, interest may accrue on each late payment at the rate of 8% per annum from the date due until the date paid.

IN WITNESS WHEREOF, the parties have executed **Appendix B** as follows.

Dated this ___ day of _____, 20__.

Dated this ___ day of _____, 20__.

City of Utqiagvik

State of Alaska, Department of Administration
Division of Motor Vehicles

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Email Address: _____

Email Address: _____