

**APPENDIX C  
COMMISSION AGENT  
DRIVER LICENSE AND IDENTIFICATION CARD**

Appendix C 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 the Appendix H, DMV Commission Agent, the parties agree as follows:

**I. GENERAL PROVISIONS FOR DRIVERS LICENSE AND IDENTIFICATION CARD**

- A. **TERM.** The period of performance for Appendix C 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 Appendix C. 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 issue both Standard and REAL ID State of Alaska Class D Driver’s Licenses, Non-Commercial Instruction Permits, Identification Cards, and to administer non-commercial written tests in accordance with federal, state, and local statutes, regulations, and ordinances, as well as DMV policy, procedures, and SOPs.
- D. **PROHIBITED TRANSACTIONS.** The Commission Agent and its processors shall not perform the following DMV transactions or requests:
  - 1. 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 C, the DMV has the following responsibilities:

- A. **EQUIPMENT RENTAL.** DMV will provide the Commission Agent the ability to rent the start-up equipment necessary to process DMV Driver’s License, Instruction Permit, and Identification Card transactions from DMV. This equipment includes but is not limited to

the following: computer, software programs, camera, and signature pad (Attachment One Rental Agreement).

This equipment is the property of DMV and shall not be used for anything other than what is specified in this agreement.

## B. DMV-IT SERVICE AND SUPPORT.

1. DEFINITIONS. For the purposes of Appendix C, the following definitions shall apply:

- a. "Computer System" means the computer hardware, identified by model and serial numbers, computer software, and camera, identified by model and serial numbers, listed on Amendment One, attached hereto and made a part of hereof.
- b. "Services" means the Operation, Maintenance, and Management of the Computer System.
- c. "Operation" means the operation of the Computer System, including but not limited to, manipulation and computation of data by the Computer System, the outputting of such manipulated and computed data by the Computer System, and communication between elements of the Computer System.
- d. "Maintenance" means remedial maintenance and preventative maintenance of the Computer System.
- e. "Management" means the scheduling of the use of the Computer System, procurement of supplies and spare parts therefor, and recommendation of changes and additions thereto.
- f. "Up-Time" means the total time during any calendar week that the Computer System is available for Operation during the time scheduled for Operation.

2. During the term of Appendix C, DMV-IT shall provide support for the initial installation of computer system, camera, and software program, as well as VPN CISCO client downloads and ensuring that all equipment is functioning. DMV-IT will provide support to the Commission Agent to troubleshoot any computer system, printer and/or camera issues during the term of Appendix C.

## 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 in to ALVIN, opening and closing procedures in ALVIN, processing payments to the State using ALVIN payment portal.

B. PERSONNEL. The Commission Agent is responsible for ensuring that its representative(s), employees, and processors are following the requirements of Appendix H, DMV Commission Agent, and Appendix C 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 possesses 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 the requirements of the signed Security 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 Security 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 the 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 USPVS, VLS, SPEXS, and PDPS.
2. The Commission Agent must ensure the DMV Camera Station Computer is only used for the purpose of taking photos required for DMV transactions. Per DMV internal policy on Camera Station Computers, this equipment is to be used solely for the purpose of taking pictures utilizing Thales Capture Suite Software to take pictures of applicants who are being issued a Driver's License, Instruction Permit, Commercial Driver's License, or Identification Card. DMV Camera Station Computers must not be used for any other purpose and are NOT to be used for the purpose of processing the DMV transaction within ALVIN. It is the responsibility of the Commissioned Agent to purchase computer equipment related to processing of the transactions themselves.
  3. The Commission Agent shall designate a Commission Agent Representative and/or Office Manager who is skilled and knowledgeable in the Operation of DMV ALVIN, the computer system, camera, and printer system who will be responsible in communicating and troubleshooting with DMV-IT any computer system, camera, and/or printer issues.
- C. SEEKING ASSISTANCE. The Commission Agent shall contact DMV when it needs any kind of assistance specified under the Appendix H, DMV Commission Agent, and Appendix C, or otherwise.
- D. SECURITY. The Commission Agent must have and follow internal procedures to ensure adherence to the requirements in the Appendix H, DMV Commission Agent, and Appendix C 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, batch work, 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. **Equipment Rental:** The Commission Agent is responsible for the cost of renting the equipment from DMV with an additional monthly cost for DMV-IT support of \$250.00, per location, which is due by the 15<sup>th</sup> of each month using the ALVIN Payment Portal.

Missing, destroyed, or damaged equipment rented from DMV must be replaced or repaired by the Commission Agent at their own expense. Whether equipment shall be repaired or replaced will be determined by DMV in its sole discretion.

2. **Transaction Count:** The Commission Agent must maintain a minimum transaction count of 250 transactions processed per month. DMV may alter the transaction count based on population at any time during the term of Contract.
3. **Business Costs:** Costs of the Commission Agent's participation in and work under the Contract and Appendix C, 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 phones, 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).
4. **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.

5. **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. 1. 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 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 the 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](mailto: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 Alvin office deposit; 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.

**G. REQUIRED EQUIPMENT.** In addition to any rented equipment required in (II)(A), the Commission Agent must purchase additional equipment that is compatible with ALVIN and

the DMV's Camera system, including but not limited to: vision test machine, printer, mouse, keyboard, monitor, and scanner. This additional equipment purchased by the Commission Agent will not be supported by DMV-IT.

1. DMV-IT will provide the Commission Agent with the model and serial numbers of other equipment to be purchased by the Commission Agent on the Appendix C, Attachment One Rental Agreement.
2. No computer programs or hardware shall be installed on DMV's computer system unless instructed to do so by Department of Administration Information Technology (DOA-IT) or DMV-IT staff.
3. If the equipment fails, the Commission Agent will notify DMV. DMV-IT personnel will determine the cause of the failure. DMV-IT personnel may require the Commission Agent, at the Commission Agent's expense, to hire a local IT technician to repair the equipment. If it is determined by DOA-IT that the equipment must be repaired or replaced because of misuse, the Commission Agent will be billed for the cost of the repair or replacement.
4. Misuse of equipment is cause for immediate termination of Appendix C. Downloading files from the internet can compromise the State's mainframe computer system and is cause for immediate termination of Appendix C. The Commission Agent must adhere to the State computer system policies, and is prohibited from, but not limited to, engaging in use of non-State provided messaging technologies, use of file sharing programs, and use of streaming media technologies without prior written approval. Violation of computer use policies will result in the termination of Appendix C.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Utqiagvik

State of Alaska, Department Administration,  
Division of Motor Vehicles

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email address: \_\_\_\_\_

Email address: \_\_\_\_\_