

APPENDIX H DMV COMMISSION AGENT

This Contract 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.

The parties agree as follows:

I. GENERAL PROVISIONS

A. **TERM.** The period of performance for this Contract begins **July 1, 2024**, and ends **December 31, 2025, with three one-year renewal options** available to be exercised solely at the discretion of the State, unless terminated earlier under Section IX of this Contract.

1. This Contract will be in effect when all required Appendix H documents have been received in their entirety.
2. This Contract has no effect until signed by the head of contracting agency or designee (OPPM).

B. **DEFINITIONS.** For purposes of this Contract, unless the context clearly suggests otherwise, the following words and phrases shall have the meanings defined below:

1. “Accountable Inventory” means DMV documents issued to the Commission Agent to process DMV transactions for the general public and includes temporary permits, license plates, titles, validation tabs, snow machine, ATV’s, APV’s and boat year tabs, and decals.
2. “Agent Representative” means a designated employee of the Commission Agent who has been trained in accordance with DMV instructions to perform document processing under the Contract and who is in charge of the agent’s compliance with the Contract and who shall serve as the contact between the Commission Agent and DMV in executing the permitted functions under the Contract on behalf of the Commission Agent.
3. “ALVIN” means the Alaska License and Vehicle Information Network, the database of the DMV.
4. “Batch Control Number” means a number assigned by ALVIN to designate a data entry batch.
5. “Batch Work” means all transactions and supporting documentation completed under a Batch Control Number.
6. “CDL” means commercial driver’s license.

7. "Class A," B," and C" are all commercial class driver's licenses.
 8. "Class D" means non-commercial driver's license.
 9. "Commission Agent" means the signatory government agency that is authorized to do all DMV transactions to include Class D, M1, and all commercial class road tests and to receive a commission for those services.
 10. "DMV" stands for Division of Motor Vehicles" provides auditing procedures which include inventory and collection of state revenue accountability; ensuring the security and integrity of DMV's database information; and auditing of Contract provisions and compliance. These services also include developing written procedures, providing training and support, and auditing transactions for accuracy and timeliness.
 11. "DOA" means the Department of Administration.
 12. "Employee" means a person who is hired for a wage, salary, fee, or payment to perform work for an employer.
 13. "MOVEit" means a web-based application used to safely and securely transmit batch work electronically from the Commission Agent to DMV.
 14. "M1" means motorcycle driver's license.
 15. "OPPM," stands for Office of Procurement and Property Management. OPPM manages and oversees the Contracts, Appendices, and Amendments between DMV and the Commission Agent.
 16. "Performance Road Test Examiners" means the Commission Agent staff trained by DMV, or a person designated by DMV, to administer Class D non-commercial, M1, and all CDL Class A, B, and C commercial road tests.
 17. "Standard Operating Procedures" or "SOPs" are DMV's published policies and procedures.
 18. "STAR" means Skill Test Appointment and Reporting, a web-based program used to schedule road tests and report road test results.
 19. "VPN" means Virtual Private Network and is the software that allows use of a third-party computer system to bypass the State's firewall to access the DMV's information in ALVIN.
- C. AUTHORIZATION. DMV hereby authorizes the Commission Agent to process transactions on behalf of DMV as specified in the attached Appendix(ices). The Commission Agent may not process transactions or provide services other than what the

Contract, Amendments, and Appendix(ices) specifically authorize. The authority granted under this Contract is not transferable.

D. DESCRIPTION OF WORK. The work to be performed by the Commission Agent is outlined in attached Appendix(ices).

E. REQUIREMENTS. The Commission Agent must meet the requirements and maintain the requirements during the term of this Contract. OPPM will request that the Commission Agent provide proof of compliance with these requirements upon three business days' notice. The failure of the Commission Agent to maintain these basic requirements, and others as they may be further described below, shall constitute a basis for OPPM to terminate this Contract under Section IX of this Contract.

1. INSURANCE. Without limiting Commission Agent's agreement to indemnify the state, the Commission Agent shall purchase at its own expense and maintain in force at all times during the term of this Contract the following insurance policies. Where specific limits are shown, it is understood they shall be the minimum acceptable limits.

a) Workers' Compensation Insurance: The Commission Agent shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. **The policy must waive subrogation against the State.**

b) Commercial Automobile Liability Insurance: covering all vehicles used by the Commission Agent in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

c) Commercial General Liability Insurance: covering all business premises and operations used by the Commission Agent in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

d) Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim/annual aggregate.

Notices of insurance policy renewals, or non-renewals, or cancellations, or material change of conditions in accordance with policy provisions must be emailed from the insurance company to the OPPM at: doa.oppm.procurement@alaska.gov. Failure to furnish satisfactory evidence or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2. SURETY BOND: The Commission Agent shall purchase at its own expense and maintain in force at all times during the term of the Contract, a surety bond in the amount

of \$100,000. The original, notarized surety bond must be on file with OPPM. The bond must be written by a company authorized to do business in the State of Alaska. The bond may be cancelled only after giving 30-days written notice to OPPM.

II. RESPONSIBILITIES OF DMV

In order to facilitate the Commission Agent's ability to perform work under the Contract, and except as specifically stated, at no cost to the Commission Agent, DMV will provide the following as needed:

- A. Provide the Commission Agent with accountable documents, computer software, and information necessary to issue driver licenses and identification cards; process motor vehicle titles, boat, snow machine, ATVs, APVs, and motor vehicle registrations; and conduct performance road tests.
- B. Provide the Commission Agent's designated employee(s) with initial training to become an Agent Representative and as a prerequisite to the employee(s): issuing and/or processing documents under this Contract; conducting performance road tests; updating existing information in ALVIN; and performing all other duties and obligations of the Commission Agent under this Contract. Training should be scheduled 30-days in advance, and DMV may provide training sooner than 30 days, depending on availability of trainers. The initial training will include providing each Agent Representative with a unique password for access to ALVIN, instruction to process title and registration transactions, driver licenses and identification cards, knowledge, and road skills tests. All travel expenses are the responsibility of the Commission Agent.
- C. Provide the Agent Representative(s) with follow-up training as deemed necessary by DMV and/or Commission Agent. Training should be scheduled 30 days in advance, and DMV may provide training sooner than 30 days, depending on availability of trainers. All travel expenses are the responsibility of the Commission Agent.
- D. At DMV's discretion, DMV may, if requested by the Commission Agent, provide an additional week of one-on-one training at the Commission Agent's location. All travel expenses will be the responsibility of the Commission Agent. This additional training is available after the initial New Hire Training and the follow-up training has been completed.
- E. Provide the Commission Agent with access to on-line Standard Operating Procedures (SOP) manual containing written standards relating to processing documents under this Contract. The SOP manual will establish system operations, data reporting, accounting for funds collected, and revenue transmission to the State. The SOP manual will be revised as determined necessary by the DMV.
- F. DMV will provide updates and revisions to the SOP manual via email to the Commission Agent.
- G. Evaluate the Commission Agent on a continuing basis to ensure compliance with this Contract

and adherence to state statutes, regulations, and DMV policies and procedures. DMV may conduct on-site audits for the duration of this Contract.

H. Authorize the Commission Agent, in consideration for the services provided above, to retain the following commission from funds collected on behalf of the state:

- 30% of the fees collected from boat and snow machine, ATVs, APVs transactions;
- 30% of the fees collected from motor vehicle transactions, excluding Motor Vehicle Registration Tax and Surety Bond deposits;
- 50% of the fees collected from driver license and identification card transactions; and
- 100% of the fees collected from road tests.

I. Authorized commissions shall be retained by the Commission Agent from gross revenues. The remaining balance shall be remitted to DMV in accordance to this Contract and its Appendices.

III. RESPONSIBILITIES OF THE COMMISSION AGENT

- A. PLACE OF BUSINESS. The Commercial Agent shall not change the physical location of an existing place of business, or add a new location, without written authorization from OPPM.
- B. NOTIFICATION OF CHANGE. The Commission Agent must notify OPPM in writing prior to any change in the address, designated representative (excluding janitors), availability of services offered, or any change in the service location(s).

Any changes to DMV Third-Party road test routes must be approved in writing by DMV seven business days before the organization implements the proposed change.

Closure for cultural community events requires a minimum of two weeks' notice and must be approved by DMV.

- C. PERSONAL INFORMATION OF APPLICANTS. The Commission Agent is responsible for having internal procedures that ensure adherence by the Commission Agent, and its employees or contractors, to the requirements necessary to protect the privacy of DMV records and the personal information of customers. The Commission Agent and its employees are prohibited from obtaining or using personal information concerning all customers for purposes of surveys, marketing, or solicitation, or in any way prohibited by 18 USC 2721-2725, AS 28.10.505, or AS 28.15.151. Driver, vehicle information and records obtained from a state or created by the Commission Agent in performing its duties under the Contract are subject to the restrictions imposed by applicable federal, state, and local privacy protection laws including 18 USC 2721-2725, AS 28.10.505, and AS 28.15.151. The Commission Agent must conform to all requirements of AS 45.48, AS 28.10.505, AS 28.15.151, and 18 USC 2721-2725 in protecting personally identifiable

information. As defined by AS 45.48.090 “personal information” includes an individual’s first name or first initial; and last name; and one or more of the following information elements: the individual's social security number; the individual's driver's license number or state identification card number; the individual's account number, credit card number, or debit card number; and passwords, personal identification numbers, or other access codes for financial accounts. As defined by 18 USC 2725 “personal information” means information that identifies an individual, including an individual’s photograph, social security number, driver identification number, name, address, telephone numbers, and medical or disability information. By entering into this Contract, the Commission Agent acknowledges that it is familiar with these laws, and the personal liability imposed on it by 18 USC 2721 – 2725.

D. **PRIVACY BREACH.** The Commission Agent must immediately notify OPPM of a breach of Personally Identifiable Information and must immediately comply with the requirements under AS 45.48 regarding breach.

1. The Office of Information Technology (OIT) may shut off or remove VPN access if OIT believes there is an inherent risk. Any cost to mitigate the security break shall be borne by the Commission Agent.

E. **PERSONNEL.** The Commission Agent is responsible for ensuring that its employees are following the requirements of this Contract and all attached Appendices, and Amendments. Specific requirements may be further outlined in additional Appendices for specific services. The Commission Agent must:

1. Notify DMV of all changes in personnel that require specific training as outlined in this contract such as: changes in personnel (excluding janitors), termination of employees, and hiring of new employees; which require written approval from DMV. Notification must be made in writing to DMV within 24 hours of the change in personnel.
2. Notify DMV immediately and in writing of all personnel who are 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.

3. Ensure that each employee successfully completes initial training and any necessary refresher training by DMV or DMV’s designee, in accordance with Sec. II of this Contract. Commission Agent must not allow any non-trained employees access to DMV systems.

4. Submit fingerprints and fees for an FBI background check at the time of application and/or renewal, along with the Background Check Authorization Form, if not already done by the DMV.
 5. Ensure that all employees adhere to DMV SOPs and published policies, and any revisions to those procedures as provided from time to time during the term of the Contract.
- F. TRAINING. Each employee of the Commission Agent must attend all applicable initial training provided by DMV or DMV's designee in accordance with Sec. II of this Contract. Training should be scheduled 30 days in advance, and DMV may provide training sooner than 30 days, depending on availability of trainers. All travel expenses are the responsibility of the Commission Agent.
- G. REFRESHER TRAINING. Each employee shall receive follow-up training by DMV or DMV's designee when requested by the Commission Agent or deemed necessary by DMV. All travel expenses are the responsibility of the Commission Agent. DMV written approval required for specific work and training such as ALVIN, VPN, etc.
- H. MAINTAINING ACCEPTABLE STANDARDS. The Commission Agent and its employees must meet the minimum auditing standards implemented by DMV. These minimum standards provide for a consistent and systematic review of DMV's practices, records, and inventory, if applicable, 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. It is the responsibility of the Commission Agent to correct all errors brought to its attention and to provide DMV with supporting documentation, in accordance with DMV policies, procedures, and standards.
- I. AUDIT AND UPLOAD (MOVEIT) REQUIREMENTS. Any Commission Agent employee who is not meeting the DMV auditing standards or document upload requirements will not be allowed to process any DMV related transactions until the Commission Agent has provided proof of remediation efforts and that the employee has shown improved performance. Upon notice from DMV, it is the Commission Agent's responsibility to provide the remediation efforts, document the process and improvement in a measurable approach, and to provide such proof to the Partner Services Team. The Commission Agent's identified employee will not be allowed to perform any DMV related transactions or document uploads until DMV has notified the Commission Agent in writing that the provided remediation process and results are satisfactory.
- J. INTERNET ACCESS. The Commission Agent shall ensure that it has an internet connection for accessing DMV programs at each location, and that it has a unique e-mail account for receiving procedure updates, notices of errors, corrections, and any other necessary communications from OPPM or DMV.
- K. SYSTEM ACQUISITION. The Commission Agent is responsible for ensuring it has all of the required equipment, software, and hardware to conduct business in accordance with DMV standards, policies, and procedures. The required equipment is further described in

Appendix A, Attachment One DMV Commission Agent System Requirements (two pages).

L. START-UP EQUIPMENT

If the Commission Agent has already been provided with start-up equipment necessary to conduct DMV transactions (computer, software, printer, camera, barcode scanner, and vision testing device), this equipment is property of the State of Alaska and therefore shall not be used for anything other than what is specified in this Contract.

M. PROTOCOL

1. Customer Service – DMV is a service organization and Commission Agents, and Agent Representatives are required to provide the same level of customer service provided at DMV offices. The Commission Agent is expected to serve all members of the public with courtesy and without discrimination. Responsiveness and courtesy are two important elements of customer service. Listening carefully to customers is essential for providing the excellent customer service that is expected under this Contract.
2. Dress –Agent Representatives represent DMV and should therefore dress in a way that projects a professional image. Agent representatives are expected to be neat, clean, and presentable at work every day.
3. Political Activity – Political activity in an establishment that processes DMV transactions is prohibited. This includes:
 - Displaying or distributing partisan web sites or signs;
 - Sending email messages using a State-sponsored email account;
 - Using any State equipment for partisan purposes; and
 - Wearing political buttons, t-shirts, or other partisan paraphernalia.

The Commission Agent should consult with DMV regarding questions or concerns about prohibited political activity.

4. Violations of State or Federal Law – Any Agent Representative who receives a citation requiring a court appearance or who has been arrested or convicted of a misdemeanor or felony, must report the citation, arrest, or conviction to DMV in writing immediately. Any Agent Representative who violates a Federal or State law or regulation and there is a clear nexus between the offense and the Agent’s duties, or if the violation impairs the Agent’s ability to perform the duties of this this Contract will have their ALVIN and VPN access terminated.

N. OPERATIONS

1. Maintain a schedule of regular working hours during which services under this Contract are available to the public. Business hours must be between 7 A.M. and 7 P.M. Office must be open a minimum of 20 hours, three days per week, and open a minimum two

hours each day. Changes to business days and/or hours may be made no more than once every three months and must be approved in advance by DMV. Office closure is permitted a total of three weeks per year but no more than two consecutive weeks, and only one week between May 1 and August 31. Scheduled office closures must be advertised in the community media, signs posted on the office door, and DMV notified at least two weeks prior to office closure. Unscheduled office closures must be advertised as soon as possible, and DMV notified immediately. DMV will consider requests from Commission Agent for a modification of this schedule. Prior written approval must be obtained before a modification can be put in place. Public notice must be made of an approved modification of the schedule.

Closures for cultural community events requires a **minimum of two-weeks** notices and must be approved by DMV.

2. The Commission Agent must be connected to the internet for accessing DMV applications, SOPs, and have a dedicated email address for DMV-related correspondence only. The internet connection must have adequate bandwidth to support accessing the DMV systems.

IV. COMPLIANCE WITH LAWS AND REGULATIONS

The Commission Agent shall comply with the laws, regulations, and SOP manual, as well as any revisions to the manual that govern any services provided under this Contract. The Commission Agent shall establish procedures to ensure that Agent Representatives comply with the laws, regulations, and SOP manual, as well as any revisions to the manual, that govern document processing under this Contract. No employee or other person who has not been trained as an Agent Representative under the terms of this Contract may access DMV records or perform any DMV services. Any unauthorized access may lead to suspension or termination of this Contract under Sec IV. Further, in performing services under this this Contract, the Commission Agent and its Agent Representatives must comply with all Federal, State, and local statutes, ordinances, regulations, and codes relating to the conduct of business and the operation of business premises, including the Americans with Disabilities Act.

V. CODE OF ETHICS

In order to facilitate the Commission Agent's ability to perform work under the Contract, the Commission Agent and all of its employees and contractors must adhere to the following Code of Ethics. The Commission Agent, as well as every employee and contractor of the Commission Agent, must:

- A. Recognize that this is a position of highest public trust, and that many people depend on the wisdom of your decisions.
- B. Impartially administer all official duties without regard to race, gender, sexual orientations, creed, national origin, disability, position, or influence. Employees must not provide services, process transactions for, and/or administer tests to family, significant others, and/or close friends.

C. Exercise only such authority as has been duly vested in the position and authorized by this Contract, Appendices, and Amendments.

D. Serve the public with all possible promptness and courtesy.

E. Pursue no other employment or activities that would distract from the integrity of the profession.

F. Reject all presents and favors from applicants or others relating to your official duties.

G. Convey only authorized information to the public.

H. Uphold the honor and dignity of the profession.

I. Refrain from participating or engaging in, whether intentionally or unintentionally, any fraudulent activities and promptly reporting any fraudulent activities to OPPM.

J. Carry out all duties not specifically covered by this code with the safety and welfare of the public, as well as the integrity of the profession and DMV's records as the controlling motive.

VI. NON-DISCLOSURE

The Commission Agent acknowledges that any proprietary information received from DMV, its systems, and/or records is confidential and the Commission Agent, its representatives, employees, and contractors are prohibited from any unlawful or unauthorized disclosure of such information.

The Commission Agent agrees that it shall not discuss, disclose, or cause disclosure of any confidential information to anyone who does not have a business need and a legal right to know the information. The Commission Agent shall handle and store confidential information with all federal and state laws and regulations, and department policies.

VII. COMMUNICATIONS

A. Notices and communications required to be submitted to OPPM shall be in writing and emailed to: doa.oppm.procurement@alaska.gov

B. Notices and communications required to be submitted to DMV shall be in writing and emailed to: marites.montano@alaska.gov and alexandra.adame@alaska.gov

C. Notices and communications submitted by OPPM or DMV to the Commission Agent shall be emailed to the Commission Agent.

D. Notices will be deemed effective three days after email receipt unless otherwise stated.

VIII. SUSPENSION OF THIS CONTRACT

- A. **SUSPENSION.** OPPM may suspend this Contract and any attached Appendices, in whole or in part, for the following reasons:
1. Violation of any federal, state, or local statute, code, or regulation.
 2. Suspected or alleged unethical or criminal misconduct.
 3. Expiration of the Commission Agent's insurance or other qualifications required by this Contract, Appendices, and Amendments.
 4. Failure to submit required documentation, such as batch work, or failure to transmit fees collected to the DMV, if applicable will result in progressive action to include suspension of ALVIN and VPN access. Ongoing failures to comply will result in termination of this contract.
 5. Repeated unacceptable audit ratings resulting from errors in transactions, negligence or not adhering to the SOPs or statutes.
 6. Misuse of secure access or compromising the integrity of any DMV system. Misuse includes, but is not limited to, allowing unauthorized access, sharing passwords or logins, using confidential data for personal use, or violating any terms of use specific to the DMV system.
 7. Failure to comply with any term of this Contract, and any attached Appendices, and Amendments.
- B. **INVESTIGATION.** OPPM may suspend this Contract in order to conduct an investigation for any of the suspension reasons listed above.
- C. **INACTIVATION.** OPPM may summarily suspend this Contract without prior notice to the Commission Agent by rendering inactive the Commission Agent, its representative, employees, or contractors, access to any and/or all DMV systems, including but not limited to ALVIN and STAR.
- D. **NOTIFICATION.** Any suspension of this Contract may be without prior notice at DMV's discretion; however, OPPM shall provide the Commission Agent with a written notice of the reason(s) or purpose(s) of the suspension unless such notice will jeopardize any such investigation by DMV or by any law enforcement agency.
- E. **DURATION.** OPPM may implement a suspension for up to 30 calendar days. The 30-calendar day suspension period may be extended if the investigation is ongoing, but DMV shall make a good faith effort to conclude its investigation as soon as practicable. OPPM shall not lift a suspension until the Commission Agent has remedied the conduct that triggered the suspension to DMV's reasonable satisfaction.

IX. TERMINATION OF THIS CONTRACT

- A. **COMMISSION AGENT.** The Commission Agent may terminate this Contract upon 30-days written notice to OPPM and DMV.
- B. **OPPM**
1. **FOR CONVENIENCE.** OPPM may terminate this Contract upon 30-days written notice to the Commission Agent, in whole or in part, when it is in the best interest of the State of Alaska.
 2. **IMMEDIATELY.** This Contract may be terminated immediately if a Commission Agent, its employees, or contractors has:
 - a. Provided information to OPPM and DMV that contained intentional: (1) false statement or record, (1) material misstatement, or (2) material omission.
 - b. Engaged in fraudulent activity, criminal misconduct, or illegal activities.
 3. **NOTICE:** This Contract may be terminated after 30-days written notice if the Commission Agent has failed to meet the terms of this Contract and/or its Appendices, and Amendments.
 4. **NO LONGER MEETS REQUIREMENTS.** Either party may terminate this Contract if the other party violates a material provision of the Contract including any instance where the other party fails to follow any state or federal statutes, regulations, or DMV SOPs, or fails to remit monies due.
 5. **LACK OF REMEDIATION.** If suspension has occurred and remediation of issues has not been satisfactorily remedied, OPPM can cancel this Contract.
- C. **NOTIFICATION.** If OPPM terminates the Contract, OPPM shall provide the Commission Agent with written notice of the termination within three business days. If, in the judgement of DMV it will not jeopardize an investigation by DMV or by any law enforcement agency, OPPM will provide written notice of the reason(s) or purpose(s) of the termination within 30 days of the termination.
- D. **WAIVER OF RIGHTS.** The Commission Agent waives any right it may have or may have in the future to recover any costs or damages arising from its participation in, or termination from, the services it provides on behalf of DMV and the Contract, including set-up costs, lost profits, or consequential or other damages.
- E. **UPON TERMINATION.** Within three business days of the effective date of termination of the Contract, the Commission Agent shall deliver to the DMV an accounting of all records, transactions, and outstanding matters. If applicable, the Commission Agent shall remit to the DMV all sums due to the DMV for transactions made under the Contract, as well as all Accountable Inventory. If not returned, a fee equal to the cost of the inventory will be assessed. If equipment is not returned the cost of the equipment will be assessed.

- F. FULL RESTITUTION. The Commission Agent shall make full restitution to the state for all fees associated with investigating improprieties resulting in convictions or requiring the retesting of applicants.
- G. REINSTATEMENT. If this Contract is terminated under this section, it may be reinstated if the Commission Agent provides proof satisfactory to OPPM that the reason for the termination has been rectified. The decision to reinstate this Contract and what is deemed satisfactory proof is at the sole discretion of OPPM.

X. MISCELLANEOUS PROVISIONS

A. ADVERTISING.

1. Advertising includes television, radio, newspapers, movie theaters, digital, and signage for business.
2. All advertising regarding DMV must be approved by DMV. Advertising cannot be negative towards DMV employees or offices; it can however highlight the advantages of the Commission Agent over DMV.
3. The Commission Agent may not use “DMV” as part of the business name. DMV may be used to describe what the business does.
4. The Commission Agent may not use “DMV” as part of their job titles and/or signature blocks.
5. A Third-Party Tester may not advertise or otherwise imply that it can issue or guarantee the issuance of any class of driver’s license; that the instructor or examiner can in any way influence the DMV in the issuance of any class of driver’s license; that it can obtain preferential or advantageous treatment from the DMV; or that the program is in any way endorsed by the DMV over another program. The Third-Party Tester may in their advertising state they are “CERTIFIED” or “APPROVED” by the DMV to conduct road tests.

B. ASSIGNMENTS. The Commission Agent may not assign any of the Commission Agent’s obligations or rights under the Contract, without first obtaining the written consent of OPPM, which consent is in the sole discretion of DMV.

C. COMPLIANCE WITH LAWS AND REGULATIONS. The Commission Agent shall comply with all federal, state, and local statutes, regulations, and ordinances.

D. EFFECTIVE DATE. The Contract shall be effective when fully executed by both parties.

E. ERRORS MADE BY COMMISSION AGENT. When a transaction, road test, or other service provided by the Commission Agent has been found to have an error requiring the reprocessing of a document or retesting of an applicant, the Commission Agent must fix the

error with no associated fees. If the customer requests DMV to fix the error, then all applicable fees will be collected by DMV from the customer.

F. **FORCE MAJEURE.** The parties to this Contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Contract, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

G. **GOVERNING LAW/VENUE.** This Contract is governed by the laws of the State of Alaska under AS 36.30. Any disputes must be handled under AS 36.30.620.

H. **INDEMNIFICATION.** The Commission Agent shall indemnify, hold harmless, and defend the contracting agency from and against any third-party claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

I. **INTEGRATION AND AMENDMENT.** The Contract contains the entire Contract of the parties. All prior negotiations, statements, representations, warranties, and assurances, whether expressed or implied or oral or written, and which are or were in any way related to the subject matter of the Contract, are merged, and integrated into the Contract. The Contract may only be amended through OPPM with a written contract Amendment agreed to and signed by both parties to the Contract.

J. **PARTNERSHIP / JOINT VENTURE.** The Commission Agent acknowledges and agrees that the Contract does not create a joint venture or partnership between the State of Alaska and the Commission Agent.

K. **NO EXCLUSIVITY.** The Contract does not provide exclusivity to the Commission Agent or to any area, region, or municipality.

L. PROOF OF COMPLIANCE. OPPM may request that the Commission Agent provide proof of compliance with any requirements of the Contract upon five business days' notice.

M. RIGHT TO AUDIT. At any time during the Commission Agent's regular working hours, DMV shall have full and complete access to the Commission Agent's premises, employees, representatives, books, accounts, records, computer hardware, and computer software in order to inspect and audit the Commission Agent's work under this Contract, including but not limited to inspecting and auditing Accountable Inventory, the administration of Road Tests or Instruction for Third-Party Examiners and Instructors, and other records related to the processing of DMV transactions. Commission Agent Representatives may be notified at least 24 hours in advance and have the option to be present during the audit.

N. RIGHTS OR REMEDIES. No right or remedy conferred by the Contract to or reserved to DMV or to Contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy under the Contract is cumulative and in addition to any other right or remedy existing at law or in equity or by statute.

O. SEVERABILITY.

1. Any provision of the Contract that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remaining provisions shall nevertheless remain in full force and effect.

2. If any provision in this Contract is found to be invalid, unlawful, or unenforceable the parties shall agree in good faith to such amendments as will preserve the intent of this Contract. If the parties fail to so agree, such invalid provision will be severed from this Contract, which will continue in full force and effect.

P. TAXES AND ASSESSMENTS. The Commission Agent shall promptly and timely pay any and all taxes and assessments, including any applicable sales tax, levied upon the premises or transactions of the Commission Agent. The Commission Agent is strongly urged to contact the local government where it operates to determine whether sales taxes may apply to the assessment of its service charges or other revenues collected under the Contract.

Q. TIME OF THE ESSENCE. The Commission Agent hereby agrees that time is of the essence with respect in providing any required documents, communications, and information to DMV and OPPM during the Contract. Time is of the essence as to each term and provision of the Contract.

R. WAIVER AND FORBEARANCE. Except to the extent the parties agree in writing, no waiver by a party of any breach by the other of any of the other party's obligations shall be deemed to be a waiver of any subsequent breach of the same or any other obligation. Similarly, any forbearance by a party to seek a remedy for any breach of the other party shall not be deemed a waiver of a party's rights or remedies with respect to such breach or any other breach.

VII. CONTRACT APPENDICES FOR SPECIFIC SERVICES

This document along with additional Contract Appendix(ices) between DMV and the Contract Agent grants the Contract Agent authority to provide specific DMV services. No other terms or conditions are a part of this Contract except for those described in the Appendices. This Contract and its Appendices shall not be modified except by a subsequent Contract Amendment made in writing through OPPM, duly signed by the authorized representative of both parties.

IN WITNESS WHEREOF, the parties have executed this **This Contract** 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: _____