

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-04

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TURBO TAGS & TITLES TO PROVIDE TEMPORARY DMV SERVICES FOR THE COMMUNITY OF UNALASKA, IN AN AMOUNT NOT TO EXCEED \$172,000

WHEREAS, the City of Unalaska, under an agreement with the State of Alaska, Department of Administration, Division of Motor Vehicles (DMV), provides DMV services to the community of Unalaska, including driver licenses, commercial driver licenses, identification cards, road tests, and registration and title services for vehicles and boats; and

WHEREAS, the City of Unalaska is unable to provide these services for an indeterminate amount of time, due to circumstances beyond the City's control; and

WHEREAS, while some DMV services can be accomplished online through the State of Alaska DMV website, not all services are available online; and

WHEREAS, the availability of local DMV services to the community of Unalaska is important, both for individuals and businesses; and

WHEREAS, the Unalaska City Council determines that it is important that DMV services be made available locally.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into an agreement with Turbo Tags & Titles, in the form of the attached agreement, to provide temporary DMV services to the community of Unalaska, in an amount not to exceed \$172,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on January 13, 2026.


Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:


Estkarlen P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
Through: Marjie Veeder, Acting City Manager
Date: January 13, 2026
Re: Work Session regarding DMV Services; and

Resolution 2026-04: Authorizing the City Manager to enter into an agreement with Turbo Tags & Titles to provide temporary DMV services for the community of Unalaska, in an amount not to exceed \$172,000

SUMMARY: The City operates the State of Alaska Division of Motor Vehicles (DMV) office in Unalaska under a contract with the State. The city does not have an obligation under city code or Alaska Title 29 to provide DMV services, but the city has accepted a contractual obligation to provide services.

Due to circumstances beyond the City's control, the City's DMV agent is unavailable, and a return-to-work date is uncertain. The office has been closed since mid-November 2025. The state has been notified and has expressed understanding of the city's inability to presently staff the office. This is not an uncommon occurrence in rural Alaska DMV offices.

The State of Alaska is not able to provide a fully trained DMV agent to temporarily staff the Unalaska office. Any agent they sent would not be trained in the full scope of DMV services provided in Unalaska.

Due to the length of training required, the city hiring a temporary emergency employee or cross-training another employee is also not a viable option.

Turbo Tags & Titles ("Turbo Tags") is a private contractor authorized by the State of Alaska to provide DMV services. Turbo Tags is available to deploy a mobile DMV office to Unalaska and provide the full range of DMV services currently offered locally. Turbo Tags is the only currently available short-term option for restoring full DMV services in the community.

The State of Alaska indicated they will not help pay for the cost of Turbo Tags providing services in Unalaska.

Adoption of Resolution 2026-04 would authorize the City Manager to enter into an agreement with Turbo Tags to provide DMV services in Unalaska for up to two months. Due to the high cost of this option, Council is asked to determine whether to expend public funds to temporarily provide these services to the community.

PREVIOUS COUNCIL ACTION: None.

BACKGROUND & DISCUSSION: The City of Unalaska provides DMV services under an agreement with the State of Alaska, Department of Administration, Division of Motor Vehicles. Services provided locally include driver licenses and identification cards, commercial driver licenses and endorsements, motor vehicle titles, registrations for boats, snow machines, ATVs,

APVs and motor vehicles and performance road tests. Under the contract, the city is required to maintain a schedule of regular working hours when the services under the contract are available to the public.

Under the agreement, the City provides the office space, pays the employee's salary and benefits, and covers the cost of required travel associated with training. The State provides training, specialized equipment, access to DMV information systems, and pays the City a percentage commission on transaction fees. The commissions received do not offset the City's personnel and operating costs. Therefore, the DMV office has always operated at a net financial loss.

The City explored the possibility of the State providing temporary staffing assistance. However, any agent the State would send to Unalaska would have limited training and would not be qualified to perform the full range of services provided locally. For example, a temporary agent may be able to process driver license or identification card applications but would not be trained to process vehicle registrations, titles, or conduct road tests. As a result, State-provided temporary staffing is not a viable solution.

The city is not able to hire a temporary employee, or reassign an existing employee because training a DMV agent typically requires approximately six months and includes multiple trips to Anchorage for state-required training. Therefore, a temporary emergency hire or reassigning an existing employee is also not a viable option.

DMV services are important to individual residents and to local businesses. The absence of local DMV services has a disproportionate impact on businesses that require employees to hold commercial driver licenses (CDLs). When services are unavailable locally, employers must send employees to Anchorage at significant expense to obtain or renew credentials. Reduced access to CDL licensing directly affects workforce availability and has downstream impacts on the seafood industry, which is central to Unalaska's economy.

FINANCIAL IMPLICATIONS: Turbo Tags would deploy a mobile DMV unit and two employees to Unalaska at a cost of \$5,900 per day for the first week of operations and \$4,500 per day for the second week, and \$4,000 per day for remaining weeks. For two months of service, the cost is:

First week:	\$29,500 (\$5,900 x 5 days)
Second week:	\$59,000 (\$4,500 x 5 days)
Weeks 3-8:	\$83,500 (\$4,000 x 6 weeks)
Total:	\$108,000

The cost of transportation to Unalaska is a factor. These prices are predicated on Turbo Tags sending their employees to Unalaska and them remaining here for the duration of the agreement. If we consider an alternate arrangement, such as two weeks of service for five months, the daily cost will increase due to additional transportation costs.

Turbo Tags is requesting a 30 day initial commitment; with a 10 day notice to terminate. If, during the contemplated two month agreement our employee is available for work, the city will exercise the 10 day notice to terminate.

Council may authorize a shorter or longer duration of service; total costs would adjust accordingly.

Turbo Tags would charge customers their standard transaction fees. All fees would be collected and retained by Turbo Tags and would not be processed through the City's financial systems. The City would not receive any commission on transactions completed by Turbo Tags.

Neither the Council Budget nor the Police Department budget can accommodate this expense. Accordingly, a budget amendment in the amount of \$172,000 is included on the agenda for Council consideration this evening. If Council elects not to proceed with an agreement with Turbo Tags, Council should take no action on the proposed budget amendment. If Council authorizes services for a different duration, the budget amendment appropriation should be adjusted accordingly.

LEGAL: This analysis was provided by City Attorney Charles Cacciola regarding the city's contract with the State of Alaska:

The state could declare the city in default under the contract and be entitled to damages. The most significant potential damages would be the difference in cost to the state under this contract and the cost of the state obtaining the services from an alternative source. The alternative source could be state employees or a contractor like Turbo Tags. Based on the rates Turbo Tags has quoted, the state's costs to cover could theoretically be very high. We feel it is unlikely that the state would pursue such a course of action because the city has not undertaken contractual DMV services for the purpose of financial gain, but rather as a service to the community and to the state. The state wants municipalities, particularly those off the road system, to step in and provide services on behalf of the state. It would be profoundly unwise for the state to unnecessarily hit a municipality with a significant damages claim when, through no real fault of the municipality, the municipality becomes unable to provide the service.

The state could assert a claim for increased state administrative costs. Even this is unlikely, but not as implausible as the state asserting a huge "costs-to-cover" damages claim. Were this contract with a commercial entity providing DMV services in Unalaska and that entity had a similar personnel problem, the state might assess certain reasonable termination and administrative costs. But even then, a six-figure claim for costs-to-cover damages would be unlikely. An unexpected lack of qualified personnel happens off the road system. Nobody, a for-profit company or otherwise, in remote communities would agree to provide services like this to the state if the sudden loss of qualified personnel results in the contractor being liable for damages that are much greater than the value of the contract. Ultimately, this is a reason the contractor can terminate upon 30-days' notice. This provision limits the contractor's liability for costs-to-cover to 30 days of service if the state actually obtained alternative services and sought to charge the contractor for them. Here, I doubt that the state would contract with an alternative vendor or send a state employee to Unalaska, and almost certainly not within 30 days.

There's a plausible, though not great, argument that the present circumstances of the employee being unavailable would constitute force majeure, excusing non-performance under the contract.

ALTERNATIVES: Council may consider the following alternatives:

1. Authorize the City Manager to enter into an agreement with Turbo Tags to provide temporary mobile DMV services, with Council authorizing a "not to exceed" amount of \$172,000, which would cover two continuous months of services.
2. Terminate the agreement with the State of Alaska, with 30 days' notice. The contract is not absolutely clear, but the city attorney interprets that the city's right to terminate under

this provision is not “wrongful” termination and therefore does not result in damages. The city would be responsible for returning records, equipment, etc. to the state and the state can assess fees for anything not returned to the state. Thus, the city has an “out” that allows it to terminate upon 30-days’ notice at relatively modest cost to the city.

3. Take no action, in which case DMV services would remain unavailable locally for an indeterminate amount of time. If this alternative is used, it is recommended that we work with the State to mutually agree to suspend the contract until the city is able to provide a qualified employee.
4. Cross-train an existing City employee; however, this does not address the immediate service gap due to the length of required training.
5. Hire an additional full- or part-time DMV employee to establish redundancy; this option also does not resolve the current situation due to the extended training timeline, and the additional employee would need to be approved by Council in a separate action.

PROPOSED MOTION: I move to adopt Resolution 2026-04.

CITY MANAGER COMMENTS: While local access to DMV services is important to residents and to the business community, the cost of deploying a mobile DMV office is significant and must be weighed against the benefits to individuals, employers, and the local economy. Council must determine whether the expenditure of public funds for this temporary service is warranted.

ATTACHMENTS:

- Proposed agreement with Turbo Tags
- DMV contract between the City and the State of Alaska



Turbo Tags & Titles

☎ (907) 455-8247
🌐 www.turbotagstitles.com
📍 Turbo Tags & Titles
Washington Plaza
3413 Airport Way
Fairbanks, AK 99709

Turbo Tags & Titles LLC **Service Agreement**

This Services Agreement (“Agreement”) is entered into as of the 6th day of January 2026, by and between Turbo Tags & Titles LLC, a limited liability company organized under the laws of the State of Alaska, with its principal office located at 3413 Airport Way, Fairbanks, AK 99709 USA (“Turbo Tags”), and the City of Unalaska, AK, with an office at 43 Raven Way, Unalaska, Alaska 99685 (“Client”).

Whereas, Turbo Tags is the prime contractor under a contract to provide State of Alaska DMV services;

Whereas, the City of Unalaska has requested Turbo Tags to provide State of Alaska DMV services to the community of Unalaska.

1. Services Provided

The Service Provider agrees to provide State of Alaska DMV services to the City of Unalaska as outlined in the attached proposal.

2. Compensation

These services will be contingent upon a four-week commitment from the Client:

- For services rendered, the Client agrees to pay the Service Provider as follows:**
 - \$5,900 per day for the first week of service**
 - \$4,500 per day for the second week of service**
- A discount of \$4,000 per day will be offered for services beyond the second week, contingent upon continuous operation without airfare costs.**

3. Duration of Services

The Contractor will provide services for a normal work week of 8 hours per day, Monday through Friday, at times determined by the Client.

4. Termination

Either party may terminate this Agreement with written notice of 10 days to the other party.

5. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.



Turbo Tags & Titles

☎ (907) 455-8247
🌐 www.turbotagstitles.com
📍 Turbo Tags & Titles
Washington Plaza
3413 Airport Way
Fairbanks, AK 99709

6. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Patrick Tanner
Title: Owner/Manager
Turbo Tags & Titles

Margie Veeder
Title: Acting City Manager
City of Unalaska, AK



**APPENDIX A
GENERAL CONDITIONS**

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed, or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. 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 Agreement, 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 Agreement, 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.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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 Unalaska (hereafter "Commission Agent"), P.O. Box 610, Unalaska, AK 99685.

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 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 29 day of May, 2024.

City of Unalaska

Signature: William Homka

Digitally signed by William Homka
DN: OU=City Manager, O=City of
Unalaska, CN=William Homka,
E=bhomka@ci.unalaska.ak.us
Date: 2024.05.29-12:05:24-08'00'

Printed Name: William Homka

Title: City Manager

Email address: bhomka@ci.unalaska.ak.us

Dated this 3rd day of May, 2024.

State of Alaska, Department Administration,
Division of Motor Vehicles

Signature: Marites Montano

Printed Name: Marites Montano

Title: Office Manager 2

Email address: Marites.Montano
@alaska.gov

Attachment One DMV System Requirements

Computers

- Minimum Requirements:
 - Processor: Intel(R) Core(TM) i5
 - Memory: 16GB
 - USB: 6 USB 2.0 Ports
 - OS: Windows 7
 - Security: Any antivirus/antimalware solution with a software firewall
- Recommendations:
 - Video card capable of running two monitors
 - Processor: Intel(R) Core(TM) i7
 - Memory: 16GB
 - USB: 8 USB 3.0 Ports
 - OS: Windows 10 64bit
- Additional Requirements:
 - Microsoft dotNet 4.5.2 minimum, but 4.7.3 recommended
 - All Microsoft dotNET and security patches will need to be maintained in a timely manner

Peripherals

Desktop Scanner Specs:

- Recommendation:
 - Canon DR-C240
- Minimum Requirements:
 - USB 2.0/3.0 compatible
 - Capable of creating PDF, TIFF, JPEG files
 - Model compatible with Windows 7 and Windows 10 64bit

Signature Pad Specs: **(To be purchased through DMV)**

- Recommendation:
 - Wacom – STU-530 (new model)

Barcode Reader Specs:

- Recommendation:
 - M4 2D Scanner
- Minimum Requirements:
 - USB 2.0/3.0 compatible
 - Model compatible with Windows 7 and Windows 10 64bit
 - Capable of reading 2D Images

Attachment One DMV System Requirements

Printer Specs:

- Recommendation:
 - HP LaserJet 600
 - HP LaserJet P3015N
 - Drivers and Model Windows 10 64bit compatible
- Minimum Requirements:
 - USB 2.0/3.0 compatible
 - Drivers and Model compatible with Windows 7 64bit

Vision Machine (ID/DL Only):

- Recommendation:
 - Optec 1000
- Minimum Requirements:
 - Ability to determine if someone has 20/40 vision

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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 Unalaska (hereafter "Commission Agent"), P.O. Box 610, Unalaska, AK 99685.

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:

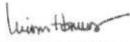
- a. Deposit into a business bank account all funds collected on behalf of the state for DMV transactions processed; and
- b. Transfer to DMV the amount due to DMV as specified on the Commission Worksheet; transfers shall be made through ALVIN CLIENT – DMV's payment portal, at the state's designated 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 29 day of May, 2024.

City of Unalaska

Signature: 

Digitally signed by William Homka
DN: OU=City Manager, O=City of Unalaska,
CN=William Homka, E=bhomka@ci.unalaska.ak.us
Date: 2024 05 29 12:06:01-08'00'

Printed Name: William Homka

Title: City Manager

Email Address: bhomka@ci.unalaska.ak.us

Dated this 31st day of May, 2024

State of Alaska, Department of Administration
Division of Motor Vehicles

Signature: 

Printed Name: Marites Montano

Title: Office Manager 2

Email Address: marites.montano@alaska.gov

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 Unalaska (hereafter "Commission Agent"), P.O. Box 610, Unalaska, AK 99685.

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 15th 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; 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 – DMVs 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 31st day of May, 2024.

City of Unalaska

State of Alaska, Department Administration,
Division of Motor Vehicles

Signature: _____

Signature: Marites Montano

Printed Name: _____

Printed Name: Marites Montano

Title: _____

Title: Office Manager 2

Email address: _____

Email address: marites.montano
@alaska.gov

APPENDIX E
COMMISSION AGENT
NON-COMMERCIAL THIRD-PARTY TESTER

Appendix E is made between the State of Alaska, Department of Administration, Division of Motor Vehicles (hereafter DMV), and City of Unalaska (hereafter "Commission Agent"), P.O. Box 610, Unalaska, AK 99685.

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

I. GENERAL PROVISIONS

- A. TERM. The period of performance for Appendix E, begins **July 1, 2024**, and ends **December 31, 2025**, unless terminated earlier under Section IX of Appendix H, DMV Commission Agent.
- B. AUTHORIZATION. The DMV hereby authorizes the Third-Party Tester to administer Class D Road tests. The authority granted 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 provide for a Third-Party Tester to administer Class D Road tests in accordance with AS 28.17.011 – 071, 2 AAC 91.010 – 990, Alaska's Class D Examiners manual, and the terms of this Contract.
- D. REQUIREMENTS. In addition to the requirements described in Appendix H, DMV Commission Agent Contract (Section I. E.), the following requirements must always be in force during the term of this Contract. OPPM may request that the Third-Party Tester provide proof of compliance with these requirements upon three business days' notice. Failure of the Third-Party Tester to maintain these basic requirements and others as they may be further described below may constitute a basis for OPPM to suspend or terminate this contract under Section IX of the Appendix H, DMV Commission Agent Contract.
 1. INSURANCE. Without limiting the Third-Party Tester's indemnification and required minimal limits of insurance from Appendix H, the Third-Party Tester must purchase the following insurance policies at its own expense, naming the State of Alaska DMV as additional policy holder and maintain the policies in force at all times while Appendix E is in effect. Where specific limits are shown, they shall be the minimum acceptable limits. If the Third-Party Tester's policy contains higher limits, the State DMV shall be entitled to coverage to the extent of the higher limits.
 - i. Commercial Automobile Liability Insurance: covering all vehicles used by the Third-Party Tester in the performance of services under this agreement with minimum coverage limits of \$1,000,000.00 combined single limit per claim.
Notices of insurance policy renewals or cancellations must be emailed from the insurance company to Office of Procurement and Property Management (OPPM) at email address: doa.oppm.procurement@alaska.gov.
 2. PASS/FAIL RATE. The Third-Party Tester must show a consistent pass/fail rate within

acceptable standards in any three months period that is audited.

3. CURRENT ROUTE. At the time Appendix E is executed the Third-Party tester must provide a list of current routes, examiners, instructors, and STAR users. Thereafter, the Third-Party Tester must notify DMV when an authorized representative is terminated, or a vehicle used in the exam process changes. Changes to the exam routes must receive advanced written approval from the DMV.

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 E, DMV has the following responsibilities:

- A. TRAINING. DMV will provide written instructions to the Third-Party Tester for Class D Road testing procedures. The procedures will set out road test content, route selection, test forms, examiner procedures, and administrative procedures. Any revisions to the procedures will be provided to the Third-Party Tester.
- B. WRITTEN AUTHORITY. Upon DMV's determination that a person who applies to conduct road tests is qualified to be a Third-Party Examiner; DMV will issue a written authorization to the Third-Party Tester allowing the Third-Party Examiner to administer Class D Road tests. The application for authorization to be a Third-Party Examiner must be endorsed by both the applicant and by the Third-Party Tester, and both must attest to its accuracy and truthfulness.

III. RESPONSIBILITIES OF THE THIRD-PARTY TESTER (COMMISSION AGENT)

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

- A. GENERAL RESPONSIBILITIES: The Third-Party Tester must:
 1. Not require students to retake tests from the organization as either a part of, or as a condition of, receiving training services or instruction.
 2. Perform overt and covert audits on each examiner every calendar year, spread out equally over four quarters. A supervisor and/or manager, approved by DMV, will conduct one overt audit and one covert audit on each examiner. An approved DMV form will be provided. The audit report must be provided to DMV within seven days from completing the audit via email to doa.dmv.compliance@alaska.gov.
- B. FACILITIES. Facilities must:
 1. Have a permanent street address within the boundaries of the State of Alaska.
 2. Have adequate space that is safe for vehicle inspection and basic skills Class D testing maneuvers.
 3. Have test areas that are safe and adequate for proper inspection and testing.

4. Meet all requirements of Federal, State, and local laws including zoning ordinances.
5. Have records, training materials, forms, score sheets and other materials in a locked and secured area.
6. Have a current printed fee, refund policy and refund time frame that is available to all applicants. The policy should clearly explain the fees charged for cancellations, no-shows, improper documents, faulty equipment, and vehicle rentals, as well as refund procedures. Printed receipts bearing the organization's name must be given to every applicant.
7. Have access to the internet for entering road test schedules and reporting road test results in STAR.

C. DRIVER INFORMATION. A Third-Party Tester, instructor, examiner, or employee is prohibited from obtaining or using personal information concerning all license applicants or using personal information concerning any license applicant for purposes of surveys, marketing or solicitation, or in any way prohibited by 18 USC 2721-2725 or AS 28.10.505. Driver, vehicle information and records obtained from a state are subject to the restrictions imposed by applicable federal, state and local privacy protection laws including 18 USC 2721-2725 or AS 28.10.505. The Third-Party Tester will conform to all requirements of AS 45.48, AS 28.10.505, 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.

D. PERSONNEL. The Third-Party Tester is responsible for assuring that its Class D examiners, instructors, and employees are following the requirements of Appendix H, DMV Commission Agent, and Appendix E to ensure they are in compliance with all Contract provisions.

1. Each Examiner or Instructor must:
 - i. Be an employee of the Third-Party Tester.
 - ii. Not administer tests to family, significant others, or close friends.
 - iii. Sign and adhere to the Professional Code of Ethics.
 - iv. Sign and adhere to the STAR program requirements.
 - v. Possess a valid Alaska driver's license.
 - vi. Submit fingerprints and fee for an FBI background check at the time of application and/or renewal, if not already done by the DMV.

- vii. Have had no convictions or administrative revocations within the previous five years for reckless driving, driving while intoxicated, refusal to submit to a chemical breath test, or driving while revoked or suspended license in any state.
- viii. Within the previous five years, not had a driver's license suspended, revoked, canceled, or disqualified in any state.
- ix. Have not had any felony or fraudulent activity convictions.
- x. Have not had any convictions for a crime of moral turpitude.
- xi. Be at least 25 years of age and have five or more years of driving experience.
- xii. Be approved by DMV and be issued a certificate and examiner number.

Successfully complete a DMV approved examiner training course, including the CKE, and be able to demonstrate a comprehensive understanding of all information in the most current version of the Alaska Driver's License Manual and demonstrate the ability to conduct Class D Road tests in accordance with procedures established by DMV.

- 2. The Third-Party Tester shall require a Third-Party Examiner, at no cost to DMV, to attend a DMV approved refresher course at any time at the direction of the DMV.
- 3. The Third-Party Tester shall notify DMV in writing immediately any of the following:
 - i. Any changes of assignment and/or termination of a Class D Examiner or Instructor.
 - ii. Receipt of any complaint alleging a criminal or civil action, or any irregularity in Class D Road test administration, which is received by the Third-Party Tester regarding any examiner or instructor employed by or acting under the control of the Third-Party Tester.
 - iii. Changes in medical condition, which may disqualify an examiner or instructor from meeting minimum medical requirements per AS 28.15.031(a)(4), and AS 28.15.151(a)(1) required to operate the vehicle used for Class D Road tests, if applicable.
 - iv. Of any accident which is reportable under State Law that occurs during the administration of a Class D Road test.
 - v. Termination of an examiner or instructor or placing any limitation on the road testing conducted by an examiner or classroom instruction by an instructor.
- 4. If an examiner is not qualified to administer a road test under this Contract, that examiner must not be permitted to administer road tests or access STAR. DMV will not grant a license based on a road test conducted by the examiner after the Third-Party Tester has been notified that the examiner was not permitted to conduct road tests.

5. If an instructor is not qualified to perform behind-the-wheel training or classroom instruction, that instructor must not be permitted to perform any training or access STAR.
6. Not engage the services of a current DMV employee, with or without compensation, as an agent, representative, or employee while they are hired with the DMV. This does not prohibit the Commission Agent from recruiting DMV employees to become prospective staff members of the Commission Agent.

E. TEST ADMINISTRATION/PROCEDURES.

The Third-Party Tester must use STAR for scheduling road tests as directed by the DMV, using the Alaska Class D Examiners manual scoring criteria. The road test must be input into STAR immediately upon scheduling the road test. Road test results must be entered into STAR within 24 hours, the next business day, and/or at the request of the DMV.

1. A minimum of three routes is required. All road testing routes must be approved by DMV. DMV must be notified immediately of any alterations to the route. Routes must be rotated between applicants, so they are not repeatedly used for all applicants throughout the same day.
2. Before an applicant takes a Class D skills test, the examiner must:
 - i. Verify the person's eligibility. General knowledge test scores must be verified in STAR, or the applicant must have an Alaska instructional permit.
 - ii. Verify the person's identity by comparing the digital image and signature on a State issued license, instruction permit, or identification card with all other documents.
 - iii. Contact DMV if the applicant has an ignition interlock device (IID) installed in the vehicle in which a road test is to be administered.
 - iv. Attach and send a copy of the IID installation letter with the score sheet.
3. Class D tests must be conducted in vehicle:
 - i. Occupied only by the Third-Party examiner, auditor, and the applicant. No interpreter is allowed in the vehicle.
 - ii. Equipped with seats and seat belts for every occupant.
 - iii. Determined to be safe based on an examiner led safety check of the vehicle and its equipment.
4. If an applicant is using their own vehicle for testing, the owner or registrant of the vehicle must produce a certificate of insurance that is in force and issued by an insurance company who meets State requirements.
5. Applicants must be informed that they may be retested by DMV at no cost to the applicant as part of the DMV audit process.

F. MAINTAINING RECORDS AT PRINCIPAL PLACE OF BUSINESS.

1. The Third-Party Tester will maintain the following examiner records, at their business location, in a secure location that is kept locked at all times.
2. During the time the examiner is performing tests, and for one year after the examiner has ceased performing tests for the Third-Party Tester:
 - i. A copy of DMV's written authorization for the examiner to conduct road tests.
 - ii. A copy of examiner's current driving record, which must be updated annually.
 - iii. A copy of examiner's current medical card if the examiner has a CDL.
 - iv. Written evidence that the examiner is/was an employee of the Third-Party Tester.
 - v. A copy of the examiner's training record.

G. INSPECTIONS, INVESTIGATIONS AND AUDITS.

1. The Third-Party Tester shall permit DMV to conduct on-site inspections and audits of its road-testing program, during normal business hours without prior notice. Inspections and audits may include:
 - i. An examination of all records relating to the road-testing program.
 - ii. Review of Class D procedures, practices, and operations.
 - iii. Review of driving routes.
 - iv. Review of requirements and road test performance of examiners.
 - v. Surveys or personal interviews of applicants who have been administered a test.
 - vi. Inspection of equipment relating to the Class D Road testing program.
 - vii. Evaluation of the effectiveness of the road test program by testing a sample of drivers who have passed the road test given by the Third-Party Tester's Examiner or, at the discretion of DMV, having a DMV employee, at no cost to DMV, take the road test from the Third-Party Tester's Examiner.
 - viii. Electronic surveillance, videotaping, or taking photos of the Class D Road tests, with or without prior notice.
 - ix. An examination of any other aspect of the Third-Party Tester's operation that the DMV determines necessary.
 - x. Verification that the Third-Party Tester meets the requirements of this Contract.

2. If an applicant is required to retest due to ineligibility at the time of the test, or an error in administrating the test, the Third-Party Tester shall be responsible for retesting the applicant upon eligibility at no cost to the applicant or the DMV.

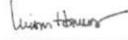
IV. COMMUNICATIONS

- 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 through OPPM to the Commission Agent shall be emailed to the email address shown on the signature page of the Contract, unless the Commission Agent provides written notice to OPPM of a change of email address.
- C. Notice shall be deemed effective within three days of receipt.

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

Dated this 28 day of May, 2024.

City of Unalaska

Signature: 

Digitally signed by William Homka
DN: OU=City Manager, O=City of Unalaska
CN=William Homka, E=bhomka@ci.unalaska.ak.us
Date: 2024.05.29 12:08:33-08'00'

Printed Name: William Homka

Title: City Manager

Email address: bhomka@ci.unalaska.ak.us

Dated this 31 st day of May, 2024.

State of Alaska, Department of Administration,
Division of Motor Vehicles

Signature: 

Printed Name: Marites Montano

Title: Office Manager 2

Email address: marites.montano@alaska.gov

STATE OF ALASKA
AMENDMENT TO GOODS AND NON-PROFESSIONAL SERVICES

1. Agency Contract Number 5008
2. IRIS or DGS Solicitation Number (if used) N/A
3. Optional Renewal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Years remaining: Two
4. Agency Unit and Appropriation Code N/A
5. IRIS GAE Number (if used) N/A
6. Amendment No. One (term renewal)

This agreement is between the State of Alaska,

7. Department of Administration	Division of Motor Vehicles	hereafter the State, and	
8. Contractor: City of Unalaska Contact: June Fonoti	Email: jfonoti@unalaska.gov / rmarquez@unalaska.gov	hereafter the Contractor	
Mailing Address, Street or P.O. Box P.O. Box 610	City Unalaska	State AK	ZIP Code 99685
9. Original period of performance FROM: July 1, 2024	TO: December 31, 2025	10. Amended period of performance FROM: July 1, 2024	TO: December 31, 2026
11. Previous amount of contract to date: N/A	12. Amount of this amendment: N/A	13. This amended contract shall not exceed a total of N/A	
14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. This amendment updates the Payment and Procedure language contained in Appendix B Commission Agent Title and Registration Processing and Appendix C Commission Agent Drivers License and Identification Card as detailed on page two of this amendment Box 14. Continuation of amendment provisions. The period of performance under this contract is increased by <u>one year to December 31, 2026</u> .			
IN WITNESS WHEREOF the parties hereto have executed this amendment.			
NOTICE! This amendment has no effect until signed by the head of the contracting agency, procurement officer or designee.			

15. CONTRACTOR	
Name of Firm City of Unalaska	
Signature of Authorized Representative William Homka <small>DN: CN=City of Unalaska, CN=William Homka, DN=homka@unalaska.gov Version: 1 and the author of this document Date: 2025-11-05 13:26:17-0800 Signature Name: William Homka</small>	
Typed or Printed Name of Authorized Representative William Homka	
Date 11/5/25	
16. DIVISION	
Department/Division Administration/Motor Vehicles	
Signature of Project Director Marites Montano <small>DN: CN=Marites Montano, CN=Lisa Trombi, DN=trombi@unalaska.gov Version: 1 and the author of this document Date: 2025-11-05 13:26:17-0800 Signature Name: Lisa Trombi</small>	
Typed or Printed Name of Project Director Marites Montano	
Date 11/05/2025	
17. CONTRACTING AGENCY	
Department/Division Administration/OPPM	
Signature of Procurement Officer Lisa Trombi <small>DN: CN=Lisa Trombi, CN=Lisa Trombi, DN=trombi@unalaska.gov Version: 1 and the author of this document Date: 2025-11-05 13:26:17-0800 Signature Name: Lisa Trombi</small>	
Typed or Printed Name of Procurement Officer Lisa Trombi	
Date 11/13/2025	

14. Continuation of amended provisions.

Effective immediately Appendix B Commission Agent Title and Registration Processing, Section III Responsibilities of the Commission Agent, F. Payment and Procedures, 3. End of Day Procedures through 4. Next Day Deposit Procedures, has been replaced and updated to include the following language:

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 Commissioned Agent Worksheet; 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 5:00 PM AK Time , after closing a batch and recording it to an ALVIN office deposit, and generating a Commissioned Agent Worksheet, 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 Commissioned Agent Worksheet; transfers shall be made through ALVIN CLIENT – DMVs payment portal, at the state's designated bank.

AND

Effective immediately Appendix C Commission Agent Drivers License and Identification Card, Section III Responsibilities of the Commission Agent, F. Payment and Procedures, 3. End of Day Procedures through 4. Next Day Deposit Procedures, has been replaced and updated to include the following language:

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 Commissioned Agent Worksheet; 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 5:00 PM AK Time, after closing a batch and recording it to an ALVIN office deposit, and generating a Commissioned Agent Worksheet, 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 Commissioned Agent Worksheet; transfers shall be made through ALVIN CLIENT – DMVs payment portal, at the state's designated bank.