



Department of Motor Vehicles

6 EMPIRE STATE PLAZA • ALBANY, NY 12228

April 24, 2018

Patricia L. Fulwiler
Deputy County Clerk
Erie County Hall
92 Franklin Street
Buffalo, NY 14202



RE: DMV FOIL 2018-0934

Dear Ms. Fulwiler:

Enclosed please find documents responsive to your FOIL request, 2018-0934.

If you feel you have been denied access to records to which you are entitled, you may file an appeal within thirty (30) days of the date of this letter.

Sincerely,

Christopher J. Torelli
Senior Attorney and Records Access Manager
FOIL and Subpoena Unit

- a. Appendix-A (Standard Clauses for NYS Contracts);
- b. Contract including Appendices B, C, D, E, F, and G (except Appendix-A);
- c. Addendum #1 to IFB X000941, dated February 26, 2015;
- d. The Invitation for Bid (IFB) #X000941, dated February 9, 2015;
- e. Contractor's Bid in response to the IFB.

1.3 Notices:

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows, or to such other addresses as the parties may from time-to-time designate:

State of New York Department of Motor Vehicles

Name: Micheleen Gregware

Title: Contract Management Specialist

Address: 6 Empire State Plaza, Room 224, Albany, NY 12228

Telephone Number: (518) 474-5289

Facsimile Number: (518) 402-2320

E-Mail Address: Micheleen.Gregware@dmv.ny.gov

R.L. Polk & Co.: Contract Matters

Name: Vanessa Peterson Williams

Title: Vice President, Chief Legal Counsel

Address: 26533 Evergreen, Ste 900, Southfield, MI 48076

Telephone Number: (248) 728-7250

E-Mail Address: Vanessa.williams@ihs.com

R. L. Polk & Co.: Day to Day Contact

Name: Dennis Haake

Title: Regional Director, Government Relations

Address: 26533 Evergreen, Ste 900 Southfield, MI 48076

Telephone Number: (859) 371-7440

E-Mail Address: Dennis_Haake@ihs.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days' written notice

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- b. Contract including Appendices B, C, D, E, F, and G (except Appendix-A);
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Telephone Number: (518) 474-5289

Facsimile Number: (518) 402-2320

E-Mail Address: Micheleen.Gregware@dmv.ny.gov

VeriHull, LLC

Name: Caroline Mantel

Title: Director of Business Development

Address: 4901 Winwood Way, Orlando, FL 32819

Telephone Number: 1-800-441-7599

E-Mail Address: Caroline@boathistoryreport.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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1.4 Designated Contact Person(s):

Until this Contract is executed by the New York State Office of State Comptroller (OSC), all communications between DMV and the Contractor which relate to this procurement must be directed to Micheleen Gregware (the "designated contact" person), or her alternate, Elizabeth Coalts, as follows:

This Agreement incorporates the terms of the following documents. Any conflicts between the terms contained in the main body of this Agreement and the terms of such other documents shall be resolved in the following order of precedence, with Appendix-A being highest in order of priority:

- a. Appendix-A (Standard Clauses for NYS Contracts);
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Title: Contract Management Specialist

Address: 6 Empire State Plaza, Room 224, Albany, NY 12228

Telephone Number: (518) 474-5289

Facsimile Number: (518) 402-2320

E-Mail Address: Micheleen.Gregware@dmv.ny.gov

Statistical Surveys, Inc.

Name: Tom Walworth

Title: President

Address: 1693 Sutherland Drive, S.E., Grand Rapids, MI 49508

Telephone Number: (616) 281-9898 Ext. 114

E-Mail Address: twalworth@statisticalsurveys.com

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Title: Contract Management Specialist

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Telephone Number: (518) 474-5289

Facsimile Number: (518) 402-2320

E-Mail Address: Micheleen.Gregware@dmv.ny.gov

Info-Link Technologies, Inc.

Name: Jesse Wells

Title: Vice President

Address: 6075 Sunset Drive, 3rd Floor, South Miami, FL 33143

Telephone Number: (786) 888-8242

E-Mail Address: jessew@info-link.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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Telephone Number: (518) 474-5289

Facsimile Number: (518) 402-2320

E-Mail Address: Micheleen.Gregware@dmv.ny.gov

Carfax, Inc.

Name: Richard Raines

Title: President

Address: 5860 Trinity Parkway, Suite 600, Centreville, VA 20120

Telephone Number: (703) 934-2664

E-Mail Address: DickRaines@carfax.com

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STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date 8/18/2015

Dept ID 3704000

Contract No. X000941

Purchase Order No. _____

TO: DMV

- Enclosed is an approved contract. Refer to this contract number and Department ID in all correspondence.
- Enclosed is an approved Amendment No./Change Order No. _____ in the amount of \$ _____.
- Extension is approved to _____ Amount if applicable \$ _____.
- Enclosed is an approved purchase order. Refer to this purchase order number and Department ID in all correspondence.
- Enclosed is an approved purchase order change notice in the amount of \$ _____.
- _____

APPROVED
 DEPT. OF AUDIT & CONTROL
 AUG 18 2015
Date Stamp
 FOR THE STATE COMPTROLLER

RF

**AGREEMENT
BETWEEN
THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES
AND
EXPERIAN INFORMATION SOLUTIONS, INC.**

This AGREEMENT is made between the New York State Department of Motor Vehicles (hereinafter referred to as "DMV" or "the Department"), 6 Empire State Plaza, Albany, NY 12228, and Experian Information Solutions, Inc. (hereinafter referred to as "Contractor"), 955 American Lane, 4th Floor, Schaumburg, IL 60173. DMV and Contractor shall collectively be referred to herein as the "Parties".

This is a contract for the provision of non-exclusive access to Vehicle Registration and Title data elements, Motorcycle Registration and Title data elements, and Reportable Vehicle Accident Record data elements contained in DMV's records.

In consideration of the promises, obligations and covenants set forth herein, the Parties agree as follows:

**LIMITATION OF USE OF REGISTRATION AND TITLE INFORMATION PROVIDED
HEREUNDER:**

Bidders acknowledge, by the act of submitting a bid in response to this IFB, that the contract(s) awarded from this solicitation shall be let pursuant to VTL Section 202(4); and pursuant thereto, the successful bidder to whom a contract is awarded shall delete such registration information from the contracting party's file for all purposes, except issuance of a manufacturer's warranty, safety recall or similar notices, or for statistical compilations, and shall not provide such information to any third-party for any purpose other than that set forth in VTL Section 202(4); the bidder shall not assign such contract; and the bidder is prohibited from any use or resale of the information received which use or resale is contrary to the public policy of this state or is contrary to the public morals or welfare; any other use, release or resale, other than as permitted hereunder shall constitute a material breach of contract for which the Department may terminate the Contract; and such termination may result in the disqualification of the bidder from future contract award for the five successive years following such termination.

PARAGRAPH HEADINGS: Paragraph headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given any legal effect.

1. GENERAL INFORMATION

1.1 Contract Term:

The term of this contract is two (2) years, commencing on July 8, 2015 and expiring on July 7, 2017.

This Contract shall not be binding upon the State, or deemed to be fully-executed, until it is executed by the NYS Office of the State Comptroller (OSC).

1.2 Conflict of Terms:

This Agreement incorporates the terms of the following documents. Any conflicts between the terms contained in the main body of this Agreement and the terms of such other documents shall be resolved in the following order of precedence, with Appendix-A being highest in order of priority:

- a. Appendix-A (Standard Clauses for NYS Contracts);
- b. Contract including Appendices B, C, D, E, F, and G (except Appendix-A);
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Title: Contract Management Specialist

Address: 6 Empire State Plaza, Room 224, Albany, NY 12228

Telephone Number: (518) 474-5289

Facsimile Number: (518) 402-2320

E-Mail Address: Micheleen.Gregware@dmv.ny.gov

Experian Information Solutions, Inc.

Name: John Drewke

Title: Sr. Director, Data Acquisition

Address: 955 American Lane, 4th Floor, Schaumburg, IL 60173

Telephone Number: (224) 698-3077

E-Mail Address: John.Drweke@experian.com

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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1.5 Designated Contact Person(s):

Until this Contract is executed by the New York State Office of State Comptroller (OSC), all communications between DMV and the Contractor which relate to this procurement must be directed to Micheleen Gregware (the "designated contact" person), or her alternate, Elizabeth Coalts, as follows:

Micheleen Gregware
Procurement Services
NYS Department of Motor Vehicles
6 Empire State Plaza, Room 224
Albany, NY 12228
Phone: (518) 474-5289
Fax: (518) 402-2320
Email: Micheleen.Gregware@dmv.ny.gov

Or her alternate:

Elizabeth Coalts
Procurement Services
NYS Department of Motor Vehicles
6 Empire State Plaza, Room 224
Albany, NY 12228
Phone: (518) 474-6685
Fax: (518) 402-2320
Email: Elizabeth.Coalts@dmv.ny.gov

SECTION 2: CONTRACTOR RESPONSIBILITIES

2.1 Data Offered:

Contractor acknowledges that access to the files provided hereunder is provided on a **non-exclusive** basis. The Department reserves the right to provide any and all data elements contained in its files to any entity the Department deems proper, upon any terms the Department deems appropriate, and as provided by law. Contractor acknowledges that the Department hereby disclaims liability for any use of data provided hereunder.

2.1.1 Registration and Title Record Files with Weekly Updates:

DMV will furnish the following information from the Vehicle Registration and Vehicle Title Record files, and the Motorcycle Registration and Motorcycle Title Record Files, as described in the "Data Element Tables", found in Section 4 hereof.

The initial Vehicle Registration and Vehicle Title Record file, and the Motorcycle Registration and Motorcycle Title Record File, each consist of a file of all active registrations and all title records. The Department will provide weekly updates (or another mutually agreeable delivery schedule) of transaction activity specified for each of these two (2) file groups.

Updates of records of registration transaction activity will consist of the following transactions occurring during the term of the contract(s): **original registrations, registration renewals, and re-registrations.** DMV will provide Contractor(s) with data contained in the initial file upon commencement of the term of the Contract(s).

2.1.2 Reportable Vehicle Crash (accident) Record Files:

The Department will provide access to information contained in files from the usable records of **reportable vehicle accidents occurring in NYS beginning July 8, 2015.** The Department will furnish information contained in files of new, usable records every month, beginning August 2015, until the end of the contract term. "Reportable" vehicle accidents are those the Department has electronically entered into its database from **police agency and motorist accident reports,** pursuant to the applicable provisions of Section 605 of the Vehicle and Traffic Law. "Usable" records are those which contain, at a minimum, a vehicle identification number ("VIN") and/or plate number, and state of registration, with the following associated data elements: **vehicle make, vehicle model year, accident report form number, accident number, accident date, accident location, apparent contributing factor codes, type of**

accident codes, accident diagram codes, and vehicle damage codes, along with any other codes or information related to the vehicle involved in the accident. Section 4.8 hereof lists the data elements being offered. The code tables relating to the data elements will be available to the winning bidder(s) during negotiation of the Contract.

2.2 Data Format, Transmission Method, Media, & Cost:

All contractors who are granted access to information contained in the vehicle registration and vehicle title record files shall be provided the information in the same format, using a transmission method determined by the Department. The data format will be a fixed-width text file that is transferred by Secure FTP. The initial data file prepared at the beginning of the Contract may be split into several smaller files using criteria specified by DMV. DMV reserves the right to make any changes to the data format, or method of file transfer, it deems appropriate. All costs incurred by DMV in connection with the transfer of files to and from a contractor shall be paid by that Contractor.

2.3 Use of Vehicle Registration & License Plate Numbers:

Contractor shall not divulge plate numbers acquired from the Department to unauthorized entities.

2.4 Representation of Data File Information Acquired from the Department:

Contractor shall not use file information or specific data elements acquired from the Department in a manner which misleads or would tend to mislead its customers or the public. Contractor must consult with the Department to obtain appropriate descriptions of, and explanations for, data provided hereunder in order to ensure that correct information is provided to the public.

2.5 Payment Information:

The price due by the Contractor for the two (2) year contract for shared access to information contained in the Vehicle Registration & Title Record Files, Motorcycle Registration File & Title Record Files, and the Reportable Accident Record Files is Two Million, Forty Four Thousand and 00/100 Dollars (\$2,044,000) payable to the Department upon commencement of the contract term, and shall be due prior to the delivery of any records to the Contractor. The Contractor acknowledge that the provision of these data elements is expressly conditioned upon the prior receipt of payment by DMV.

2.5.1 Contractor shall make payment in full for non-exclusive access to the Motorcycle Registration & Motorcycle Title Record Files and the Reportable Accident Record Files, provided hereunder. Payment must be received prior to the delivery of any records provided hereunder to the Contractor.

2.5.2 Contractor shall make payment for data elements provided hereunder from Vehicle Registration & Vehicle Title Record Files, as follows:

Option 1- Upon commencement of the term of this Contract, and prior to the delivery of any records provided hereunder, Contractor shall make full payment of the total payment due for the entire term of this Contract. Contractor shall not be required to provide an irrevocable letter of credit, in the event it elects to exercise this option.

Option 2- Upon commencement of the term of this Contract, and prior to the delivery of any records provided hereunder, Contractor shall make payment equivalent to one-eighth (1/8) of the total payment due for the entire term of this Contract. Thereafter every ninety (90) days, the Contractor shall make seven

(7) equal payments equal to one-eighth of the total amount of payment due for the term of this Contract. Late payments will be subject to interest charges.

In the event the Contractor elects to make payments in accordance with Payment Option 2, Contractor shall, bearing all costs and expenses, obtain and maintain in effect for the term of the Contract and for a further 60 days after Contract's expiration, by termination or otherwise, an irrevocable documentary letter of credit with a sound and reputable bank authorized to do business in the State of New York, and approved by DMV, for the faithful performance of the Contractor's contractual obligations. Contractor shall provide such irrevocable letter of credit in an amount equivalent to 7/8 of full payment of the total contract price. Such letter of credit shall be delivered to DMV upon execution and delivery of this Contract by Contractor. The Department shall hold the letter of credit, and the proceeds thereof will be drawn down in the event that Contractor fails to make payments due in strict compliance with the terms of this Contract. The irrevocable letter of credit shall be renewed annually or as may be required by the Department to ensure continuous coverage throughout the term of the Contract.

Upon payment of one-half of the payments due under Option 2, and subject to the Department's sole discretion and approval, the initial irrevocable letter of credit may be replaced once with a superseding irrevocable letter of credit securing payment of the balance of payments due.

2.6 DPPA - Opt Out Provision:

Amendments in 1999 to the Federal Driver's Privacy Protection Act (18 U.S.C. §2721, et seq.) ("DPPA") added restrictions on the dissemination of personal information obtained in connection with motor vehicle license and registration records. Consequently, the Department designated all records contained in the Data Files as "Opted Out" on June 1, 2000 (See, Introduction hereof for limitations on use of data provided under the terms of the Contract).

The Contractor shall certify that the use, release or resale of any records furnished by the Department shall be in compliance with all federal, state, local and any other privacy protection laws. The Contractor(s) will be required to sign a non-disclosure affidavit as part of the Contract, which will reflect the Department's security provisions provided in Attachment-G hereof.

2.7 DPPA-Permissible Uses:

Before a contractor discloses any personal information acquired from records of the Department, the Contractor must determine the DPPA-permissible use claimed by the recipient who wishes to gain access to such information, and the release or disclosure is further constrained as provided herein (See, "Introduction"). Contractors must keep accurate records of such disclosures, and such records must be made available to the Department upon request. Records of disclosures must indicate the identities of the recipients; their claimed DPPA-permissible use for the information; and the identities of the registrants and vehicle owners to whom such information pertains. Contractors must not disclose or disseminate personal information in the event that the recipient's purported use would violate federal, state, or local laws, or any public policy of the State of New York.

Nothing contained in this IIB or the ensuing contract shall prohibit the Department from the direct sale or provision of any information as may be provided by law, including but not limited to registration records, title records, and inspection data. In the event that a customer who has a DPPA-permissible use for data provided hereunder requests information from a Contractor, and that Contractor declines to provide the requested information, then the Contractor must refer the customer to the Department to obtain the requested information.

The Department reserves the right to publish for public access data sets that enumerate vehicles by: make, model, year, type and place of registration, expiration and other attributes.

2.8 Summary Reports

The Contractor must provide, on a monthly basis, without charge, copies of summary reports compiled from the Department's records to other New York State departments and agencies, as may be required. Examples of the types of data subject to such summary reports shall include, but are not limited to:

- Passenger vehicles and trucks, both domestic and import, in use as of a certain date each year, by model year, make, model, county and political subdivision; and
- New passenger vehicles and new trucks, both domestic and import by county, gross vehicle weight group (trucks only), make and model, with monthly and year-to-date summaries.
- Listings of VINs corresponding to Plug-In Hybrid Vehicles, Electric Powered Vehicles and Zero Emission Vehicles present within the initial vehicle registration and title record files provided by DMV, and their corresponding weekly update files.

*The following applies to the reportable Vehicle Accident Record files **ONLY**: The Contractor shall use the records only for its data and services. Contractor will only make the records available when a customer makes an inquiry against the database about a specific vehicle. The records will be stored on the Contractor's computer. The Contractor shall not produce statistical reports or aggregate the records other than for internal analysis, nor resell, or otherwise release records in bulk to any third party for any reason.*

SECTION 3: ADDITIONAL TERMS

3.1 Cure & Cover:

In the event that the Contractor's performance fails to conform to the terms of this Contract, the Department will provide Contractor with reasonable notice of such non-conformance, and will permit Contractor to cure such defective performance within the time prescribed in this Contract, or within any extension of such time which is expressly granted by DMV in its sole discretion. If Contractor fails to timely cure its defective performance, then the Department shall have the option to terminate this Contract for Contractor's breach; and DMV reserves the right to thereafter obtain substitute performance (cover) from another vendor. In such event, Contractor shall reimburse the Department for any additional costs incurred to obtain substitute performance from another provider.

The Department reserves the right to collect such costs by adjusting invoices, and by any other means available by law.

3.2 Employees of Contractor:

The Contractor must certify that its employees performing services under this Contract are employable in accordance with all applicable New York State and federal laws. In the event that Contractor fails to so comply at any time during the term of this Contract, the Department reserves the right to immediately terminate the Contract without incurring any liability for breach thereof.

Contractor agrees, during the term of this Contract to maintain at Contractor's expense, all necessary insurance for its employees, including but not limited to, worker's compensation, disability and

unemployment insurance and to provide the State with certification of such insurance upon request. The Contractor will be responsible for all applicable Federal, State and local taxes and all FICA contributions.

It is understood and agreed that the legal status of the employees is that of an employee of Contractor and in no manner will they be deemed employees of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment.

3.3 Independent Contractor:

It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under the Contract will be that of an independent Contractor, and in no manner will they be deemed employees of the DMV or State of New York, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the DMV or OSC with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

3.4 Amendment:

This Contract may only be amended by mutual written consent of the Department of Motor Vehicles and the Contractor, and subject to approval and execution by the Offices of the New York State Attorney General and State Comptroller.

3.5 Contractor Indemnification and Liability:

Contractor's obligation of indemnification and holding harmless specified hereunder shall survive the expiration of the Contract by termination or otherwise. Contractor shall remain primarily liable for the actions of its employees, officers, agents and subcontractors in the performance of the services hereunder.

A. Personal Injury, Property Damage, Wrongful Death, Violation of Intellectual Property Rights: Contractor shall indemnify, keep and hold harmless the State of New York, its agents, officials and employees, from any and all claims for injury or damage to person or property, deaths, losses, damages, suits arising out of the service to be performed under the Contract, including negligence, active or passive, or wrongful or improper conduct of the Contractor, its officers, employees, agents, or sub-contractors, including infringement of any third-party's patents or copyrights. Contractor shall remain liable, without monetary limitation, for direct, actual damages for personal injury, death or damage to real property or tangible personal property, and intellectual property attributable to the negligence or other tort of Contractor, its officers, employees or agents. The Contractor will also indemnify and hold the DMV harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the DMV in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the DMV's gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the DMV the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the DMV is given a refund for any amounts paid for the period during which Usage was not feasible.

The acceptance or approval by the Department of any order or procedure, method, structure or equipment submitted or employed by Contractor shall not in any manner relieve Contractor of any liability pertaining Contractor's negligence in performing such order or procedure, method, structure or providing equipment; provided, however, that if Contractor acts in strict accordance with a specific requirement, specification, instruction, order, mandate (or the like) from the Department, with respect thereto Contractor shall not have an indemnification obligation hereunder.

B. Driver's Privacy Protection Act & New York State Information Security Breach and Notification Act:
By signing the Contract, the Contractor acknowledges that all DMV records containing personal information, as well as DMV-related processing information, is confidential and is the property of the Department and the State of New York, and should such information be used improperly, or become compromised the Contractor may be held liable for violating the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208), and may be required to indemnify DMV for any such violation.

Contractor must report suspected or confirmed violations of the DPPA or ISBNA to the DMV Information Security Office, within one (1) business day of discovering any such violation:

- a. by email: InformationSecurity@dmv.ny.gov
- b. or by telephone: (518) 402-2676

(1) DPPA. A person who knowingly violates the DPPA shall be subject to criminal fines and liability for civil remedies. Contractor shall indemnify and hold harmless New York State, its employees and agents, from and against any claims, demands, loss, damage or expense related solely to a knowing violation of the DPPA committed by Contractor, its employees, officers, agents or sub-contractors. Contractor shall indemnify the Department and the State of New York even if Contractor did not have knowledge of such violation of the DPPA by its officers, employees, agents, or sub-contractors at the time such violation occurred.

(2) ISBNA. Contractor shall be responsible for complying with the provisions of the ISBNA with respect to any private information (as defined in the ISBNA) received by Contractor its officers, employees, agents, or sub-contractors. In the event of a breach of security, Contractor shall immediately commence an investigation, in cooperation with DMV, to determine the scope of the breach, and Contractor shall assist DMV in restoring the security of the related system in order to prevent any further breaches. Contractor shall notify DMV of any breach of security immediately following discovery of such breach.

Under the ISBNA, DMV is required to notify any individuals whose records have been accessed for unauthorized purposes from a system maintained by DMV.

In furtherance of the investigation of any breach of the ISBNA, the Contractor must receive written authorization from DMV prior to providing notice of such breach to any other entity. Contractor shall be responsible for all costs associated with providing notices required under the ISBNA. The Contract shall not impair the authority of the New York State Office of the Attorney General (OAG) to bring an action against Contractor to enforce the provisions of the ISBNA, or limit Contractor's liability for any violations of the ISBNA. Additional information concerning the ISBNA and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach>.

3.6 Savings/Force Majeure:

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of nature, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the DMV in the performance of this Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor must provide the DMV with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the DMV will be liable to the other for any delay in or failure of performance under this Contract due to a force majeure occurrence. Any such delay in or failure of performance will not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure will extend the period for performance to such extent as determined by the Contractor and the DMV to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the DMV where the delay or failure will significantly impair the value of the Contract to the State, the DMV may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to DMV with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products or services which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the DMV reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

3.7 Severability:

Should any one or more terms of the Contract be determined by a court of competent jurisdiction to be illegal or unenforceable, then such term(s) shall be conformed as required to so comply. If the term(s) is of such a nature that it cannot be amended without altering the purpose or nature of the Contract, then such term(s) shall be deleted from the Contract as if never included therein, and the remaining terms of the Contract shall remain in full force and effect, unless the deletion of the term(s) renders the Contract unenforceable or frustrates the purpose or intent of the Contract. In which case, the Contract shall be terminable by mutual consent of the Parties. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

3.8 Termination:

a. **For Cause:** DMV may terminate the Contract, upon written notice to the Contractor, in the event that any material breach thereof remains uncured for more than thirty (30) days, or any other period specified by DMV. Such termination for cause shall be at the Contractor's expense in the event that the Contractor is incapable of performing its contractual obligations or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that the Contractor is non-responsible or non-responsive. Such termination shall be upon written notice to the Contractor. In such event, DMV may complete the contractual requirements in any manner it deems advisable, and DMV may avail itself of all remedies provided by law.

b. **For Convenience:** The Contract may be terminated by DMV for convenience, at any time, upon thirty (30) days written notice (or other period specified) to the Contractor, without incurring any liability for breach of contract, or liability for payment of any charges beyond payment for conforming goods and/or services accepted by DMV up to and including the date of termination. Contractor shall use due diligence, and shall provide any outstanding deliverables up to the date in which such termination shall be effective.

c. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** The DMV reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, DMV may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. **Termination without prior Notice in the Event of a Security Breach:** Notwithstanding the foregoing, DMV reserves the right to immediately terminate this Contract in the best interests of the State, without providing prior notice of termination to Contractor, in the event DMV determines that a breach of security occurred or that a breach is imminent. In such event, DMV shall provide Contractor with written notice of cancellation within a reasonable time. However, termination of this Agreement will not affect Recipient's liability for breach of the terms hereof.

3.9 Right to Audit:

The Contractor must maintain accurate records and accounts of services performed under the Contract and, as required by the Office of the State Comptroller or by the Department, must furnish or make available such records. Contractor must keep such records for at least six (6) years subsequent to date of final payment. The Parties acknowledge and consent to the extension of this record retention obligation, which exceeds the minimum standard set forth in Appendix-A hereof.

3.10 Appendix-A, "Standard Clauses for New York State Contracts":

The Contractor must comply with and be bound by the provisions of Appendix-A, "Standard Clauses for New York State Contracts".

3.11 Appendix-G, "Standard Security Clauses for Sharing Data with External Entities":

Contractor shall comply with the applicable provisions of Appendix-G hereof.

3.12 Policy Statement on Women and Minority-Owned Business Development:

It is the policy of the State of New York to promote equality of economic opportunity for minority and women-owned business enterprises (M/WBEs) in State contracting. In order to comply with the State's objectives, the Contractor must use "good faith efforts" to provide meaningful participation by M/WBE subcontractors or suppliers in the performance of this contract. Contractor must comply with the provisions of Appendix-D hereof, entitled "Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises, and Equal Employment Opportunities for Minority Group Members and Women", and must submit the attached "M/WBE Form-I", upon contract execution.

3.13 Summary of Policy and Prohibitions on Procurement Lobbying:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the DMV, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

DMV employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts.

Further information about these requirements can be found on the Office of General Services Website at: <http://ogs.ny.gov/ACPL/>.

The Department's Policy and Procedures concerning Procurement Lobbying Law is attached as Appendix-C. The Contractor is required to complete and submit Appendix-C-1 with the signed Contract.

3.14 Compliance with Laws:

In performing its obligations under this Contract, the Contractor must comply with all applicable federal, state, and local statutes, ordinances, regulations, and rules, including, but not limited to, laws regulating the terms and conditions of employment, NYS printing law, building and fire codes, zoning laws, privacy, public building requirements for use by the handicapped, and occupational safety and health rules.

3.15 Contractor Certification:

Contractors are required to complete and sign, under penalty of perjury, the "Contractor Certification Form", ST-220-TD (Appendix-F), in accordance with § 5-a of the NYS Tax Law. Contractors must also

submit a copy of the Certificate of Authority, if available, for itself, any affiliates, any subcontractors and any affiliates of subcontractors required to register to collect state sales and compensating use tax.

Pursuant to Tax Law Section 5-a, Contractors are required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220-CA (Appendix-E) at time of contract execution.

Tax Law Section 5-a applies to all Agreements valued in excess of \$100,000 for the sale of goods or services as defined in Article XI of the State Finance Law, and/or tangible personal property or taxable services as defined by the Tax Law.

The Department of Motor Vehicles is not authorized to address questions regarding the Tax Law or its interpretation. Any questions regarding the Law must be directed to the New York State Department of Taxation and Finance.

A COMPLETED ST-220-CA MUST ACCOMPANY THE CONTRACT. IF REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR FILING THE ST-220-TD WITH THE NYS DEPARTMENT OF TAXATION & FINANCE.

3.16 Vendor Responsibility:

Prior to awarding a contract, DMV must evaluate information provided in the Vendor Responsibility Questionnaire which must be completed by each bidder. Bidders are invited to file the required Vendor Responsibility Questionnaire online, via the New York State VendRep System. Bidders may elect to submit a completed hard-copy questionnaire, in lieu of using this electronic format.

To enroll in and use the New York State VendRep System, bidders should refer to the VendRep System Instructions available at www.osc.state.ny.us/vendrep, or they may access the VendRep System online, at <https://portal.osc.state.ny.us>. For assistance using the VendRep System, bidders may contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by email at helpdesk@osc.state.ny.us. Bidders electing to file a hard-copy questionnaire can obtain the questionnaire form at the VendRep website (www.osc.state.ny.us/vendrep), or they may contact DMV or the Office of the State Comptroller to obtain a copy.

DMV reserves the right to verify all information provided by the bidder to whom an award of contract is made. DMV reserves the right to disqualify a Bidder/Contractor as "not- responsible", in the event that the Bidder/Contractor has intentionally provided false or incomplete information, or has intentionally failed to disclose pertinent information. DMV reserves the right to make continuing responsibility determinations at any time during the term of the Contract.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work (for Non-Responsibility: The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract

activity may resume at such time as Commissioner or his or her designee issues a written notice authorizing the resumption of performance under the Contract.

Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DMV officials or staff, the Contract may be terminated by Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by Commissioner or his or her designee to be non-responsible. In such event, Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

SECTION 4: DATA ELEMENT TABLES

4.1 VEHICLE REGISTRATION RECORD FILE

4.1.1 Initial File:

This file includes all active vehicle registrations on the vehicle registration file. The registration period for passenger type vehicles (including pick-up trucks) is two (2) years. All other classes are one (1) year except for semi-trailer, which can be either one (1) year or six (6) years. Active registrations are those registrations that have not reached their expiration date. Refer to the VEHICLE REGISTRATION DATA ELEMENT TABLE in Section 4.2 for the type of information included.

File Size: Estimated 11,550,000 records

4.1.2 Weekly File:

This file consists of vehicle original, renewal and re-registration transactions processed during the week. Refer to the VEHICLE REGISTRATION DATA ELEMENT TABLE in Section 4.2 for the type of information included.

Weekly Volume: Estimated average of 180,000 records

4.2 VEHICLE REGISTRATION DATA ELEMENT TABLE

DATA ELEMENTS	LENGTH	NOTES
Plate Number	8	
Type of Registration	2	(See Sect. 4.8, TABLE 1)
Name of Registrant	20	(See Sect. 4.7, EXPLANATION A)
Second Registrant Name (or Continued Name)	20	
Mail Option	1	(See Sect. 4.7, EXPLANATION B)
Street Address	20	Mailing address
City and State	17	
Zip Code	5	
County of Residence	4	(See Sect. 4.8, TABLE 2)
Transaction Type	1	(See Sect. 4.8, TABLE 3)
Validation Date	8	CCYYMMDD FORMAT
Year of Vehicle	4	CCYY FORMAT, or "NC"

Make of Vehicle	5	(See Sect. 4.7, EXPLANATION C)
Body Type	4	(See Sect. 4.8, TABLE 4)
Weight or Number of Passengers	6	(See Sect. 4.8, TABLE 5)
Number of Cylinders	2	
Fuel Type	1	(See Sect. 4.8, TABLE 6)
Vehicle ID Number (VIN)	17	MAXIMUM
Expiration Date of Registration	8	CCYYMMDD format or "PERM"

4.3 **VEHICLE TITLE RECORD FILE**

4.3.1 Initial File:

This file includes all vehicles currently on DMV's title file, without regard to the last date of activity, where a title or an MV-907A (Junk and Salvage Certificate) has been issued, in accordance with the titling provisions of the applicable law. Only the current owner of a vehicle, and any open liens for this owner, are provided. Included are those records where a New York title has been returned to New York because the vehicle was registered in another jurisdiction. Refer to the VEHICLE TITLE DATA ELEMENT TABLE in Section 4.4 for the type of information included.

File Size: Estimated 23,625,000 records.

4.3.2 Weekly Update File:

This file consists of all vehicles where a title or an MV-907A was issued during the week. Included are originals, replacements, and corrected titles.

Weekly volume: Estimated average of 180,000 records.

4.4 **VEHICLE TITLE DATA ELEMENT TABLE**

DATA ELEMENTS	LENGTH	NOTES
Vehicle Identification Number (VIN)	17	
Vehicle Model Year	4	
Vehicle	5	(See Sect. 4.7, C)
Vehicle Body Type	4	(See Sect. 4.8, TABLE 4)
Unladen Weight	6	
or Width/Length (Manufactured Homes)	3/3	
Number of Cylinders	2	
Fuel Type	1	(See Sect. 4.8, TABLE 6)
Replaced VIN #	17	
Replaced VIN Indicator	1	
Q - This number replaced by current VIN		
N - Current VIN replaced by this number		
Vehicle Brands		
Destroyed	1	(See Sect. 4.7, D)
Salvaged	1	
Lemon Law	1	
Reconstructed	1	
Non-USA Standard	1	
Rebuilt Salvage	1	
Rebuilt	1	

Non-Tamper-Resistant Odometer	1	
Non-Complying NY Emissions (Reserved for Later Expansion)	1	
Salvage Types	5	
Damage		(See Sect. 4.7. E)
Motor Damage	1	
Transmission Damage	1	
Flood Damage	1	
Dismantled	1	
Missing	1	
Frame	1	
Nose	1	
Body	1	
VIN plate	1	
Type of Registration	2	(See Sect. 4.8. TABLE 1)
Plate Number	8	
Issue date of Title or MV-907A	8	CCYYMMDD
Title Application Date	8	(See Sect. 4.7. F)
Owner Information		
Name	40	(See Sect. 4.7. A)
Street Address	20	Mailing address
City and State	17	
Zip Code	5	
Mail Option	1	(See Sect. 4.7. B)
Vehicle Status	1	
Title Suspended (S)		
Title Surrendered (T)		
State of Surrender	2	US Post Office Abbr.
Odometer Information (At the time the owner initially Reading)	6	
Odometer Brand	1	
Actual Mileage (A)		
Not Actual Mileage (N)		
Exceeds Mechanical Limits (E)		
Exempt from odometer law (X)		
Lienholder Information-1		
Lienholder Name	40	
Mailing Address	20	
City and State	17	
Zip Code	5	
Lienholder Information-2		
Lienholder Name	40	
Mailing Address	20	
City and State	17	
Zip Code	5	
State transferred from	2	US Post Office Abbr)
Stolen Vehicle Indicator	1	
Stolen (S)		
Recovered (R)		
Stolen/Recovery Date	8	CCYYMMDD
= Stolen date, if Stolen Vehicle Indicator is "S"		
= Recovery date, if Stolen Vehicle Indicator is "R"		

4.5 MOTORCYCLE REGISTRATION RECORD FILE

4.5.1 Initial File

This file includes all active motorcycle registrations on DMV's motorcycle registration file. Active registrations are those registrations that have not reached their expiration date. Refer to the VEHICLE REGISTRATION DATA ELEMENT TABLE in Section 4.2 for the type of information included.

File Size: Estimated 246,800 records.

4.5.2 Weekly Update File

This file consists of motorcycle original, renewal and re-registration transactions processed during the week. Refer to the VEHICLE REGISTRATION DATA ELEMENT TABLE in Section 4.2 for the type of information included.

Weekly Volume: Estimated average of 7,500 records.

Volumes are higher during the riding season of March through September and lower during October through February. All motorcycles have a fixed expiration date of April 30, so the highest weekly volumes occur during the months of March and April.

4.6 MOTORCYCLE TITLE RECORD FILE

4.6.1 Initial File

This file includes all motorcycles currently on DMV's title file, without regard to the last date of activity, where a title or an MV-907A (Junk & Salvage Certificate) has been issued, in accordance with the titling provisions of the NYS V&T Law. Only the current owner of a motorcycle and any open liens for this owner are provided. Included are those records where a New York title has been returned to New York because the motorcycle was registered in another jurisdiction. Refer to the VEHICLE TITLE DATA ELEMENT TABLE in Section 4.4 for the type of information included.

File Size: Estimated 409,500 records.

4.6.2 Weekly Update File

This file consists of all motorcycles where a title or an MV-907A was issued during the week. Included are originals, replacements, and corrected titles.

Weekly volume: Estimated average of 3,700 records.

Volumes are higher during the riding season of March through September, and lower from October through February.

4.7 EXPLANATIONS FOR REGISTRATION AND TITLE DATA ELEMENTS

A. The name format is LAST NAME, FIRST NAME, MIDDLE INITIAL, separated by commas, with no spaces between names. If the vehicle registrant is an organizational entity (i.e., not a living person), the name is separated by semi-colons.

Examples:

SMITH, JOHN, A

SMITH, JOHN

AJAX; COMPANY; INC

 B. In accordance with the DPPA, the Department designated all records contained in the Data Files as "Opted Out" on June 1, 2000. The permitted uses for the information provided hereunder is limited as described in the Introduction hereof.

C. The make of the vehicle is the first 5 positions of the manufacturer name. If the company name is two words, then the make is the first two letters of the first word, a slash, and the first two letters of the second word.

Examples:

- TOYOT = Toyota**
- ME/BE = Mercedes Benz**
- CHEVR = Chevrolet**

D. Description of VEHICLE BRANDS:

DESTROYED	Final disposition of vehicle by scrap processor
STOLEN	Active "stolen" alarm still on record
SALVAGED	Salvage certificate filed on vehicle
LEMON LAW	Vehicle problem returned to dealer
RECONSTRUCTED	Custom or special constructed vehicle
NON-USA STANDARD	Foreign or imported vehicle not meeting US Standards
REBUILT SALVAGE	Vehicle previously declared salvage and rebuilt
REBUILT	NY VIN assigned, multiple vehicles put together to make one vehicle
NON-TAMPER-RESISTANT- ODOMETER	Vehicle not equipped with tamper-resistant odometer
NON-COMPLYING NY EMISSIONS	Vehicle emissions not certified for registration in New York State

If a brand is set on DMV's file, a "Y" appears in the respective brand field. Otherwise, it is left blank.

E. Description of SALVAGE TYPES:

DAMAGED	Notification by insurance company or registered motor vehicle business on Junk and Salvage Certificate of motor damage, transmission damage or flood damage
DISMANTLED	Vehicle dismantled for parts
MISSING	Notification by insurance company or registered motor vehicle business of parts missing

If a brand is set on DMV's file, a "Y" appears in the respective brand field. Otherwise, it is left blank.

F. TITLE APPLICATION DATE represents the date on which NYS DMV entered and processed the Title application. The format is CCYYMMDD.

4.8 CODE TABLES FOR REGISTRATION AND TITLE DATA FILES

TABLE 1: REGISTRATION TYPE CODES

CODE	EXPANSION	CODE	EXPANSION
01	Van Pool	45	Ham Operator
02	World University Games	46	Farm
03	Jewish War Veterans	47	Birthplace of Baseball

04	Marine Corps League	48	Volunteer Ambulance Services
05	County Legislators	49	Survivors of the Shield
06	County Board of Supervisors	50	Out-of-State Bus (Omnibus)
07	Purple Heart	51	Ambulance
08	Educator	52	Daily Rental (Omnibus)
10	Locomotive	53	Franchise Bus (Omnibus)
11	Special Passenger	54	Taxi (Omnibus)
12	Special Passenger (Judges/Officials)	55	Livery (Omnibus)
13	Governor's Second Car	56	Regular Bus (Omnibus)
14	New York Senate	57	Daily Rental- Vanity (Omnibus)
15	New York Assembly	58	Pearl Harbor Survivors
16	Passenger or Suburban (Regular)	59	Gold Star Mothers
17	U.S. Congress	60	Corner/Medical Examiner
18	U.S. Senate	61	In-Transit Permit
19	School Car	62	Dealer
20	Hearse Coach	64	Motorcycle Dealer
21	Historical	65	All Terrain Dealer
22	Special Reg. Hearse	66	Transporter
23	Historical Motorcycles	67	Regional Plates
24	Limited Use Automobile	68	Sports
25	Court of Appeals	69	Organizational
26	Special Purpose Commercial	70	International Registration Plan
27	New York Council	71	Ham Operator-Commercial
28	Supreme Court (ADJ)	72	Agricultural Truck
29	Medical Doctor	73	Regional Commercial
30	Court of Claims	74	Sports Commercial
31	Governor's Additional Car	75	Organizational Commercial
32	Congressional Medal of Honor	76	Commercial (Regular)
33	Supreme Court Justice	77	State Agencies
34	County Clerk	78	Household Carrier Commercial
35	All Terrain Vehicle	79	Agricultural Commercial
36	Motorcycle	80	Tow Truck
37	Limited Use Motorcycle-Type A	81	Regular Tractor
38	Limited Use Motorcycle-Type B	82	Household Carrier Tractor
39	Limited Use Motorcycle-Type C	83	Organizational Motorcycle
40	Air National Guard	84	Light Trailer
41	Army National Guard	85	Semi-Trailer
42	Naval Militia	86	Trailer (Regular)
43	State National Guard	87	House or Coach Trailer
44	Former Prisoner of War	88	Political Subdivision

TABLE 2: COUNTY OF RESIDENCE CODES

CODE	EXPANSION	CODE	EXPANSION
ALBA	Albany	ONEI	Oneida
ALLE	Allegany	ONON	Onondaga
BRON	Bronx	ONTA	Ontario
BROO	Broome	ORAN	Orange
CATT	Cattaraugus	ORLE	Orleans
CAYU	Cayuga	OSWE	Oswego
CHAU	Chautauqua	OISE	Otsego
CHEM	Chemung	PUTN	Putnam
CHEN	Chenango	QUEE	Queens
CLIN	Clinton	RENS	Rensselaer

COLU	Columbia	RICH	Richmond
CORT	Cortland	ROCK	Rockland
DELA	Delaware	STLA	St. Lawrence
DUTC	Dutchess	SARA	Saratoga
ERIE	Erie	SCHE	Schenectady
ESSE	Essex	SCHO	Schoharie
FRAN	Franklin	SCHU	Schuyler
FULT	Fulton	SENE	Seneca
GENE	Genesee	STEU	Steuben
GREF	Greene	SUFF	Suffolk
HAMI	Hamilton	SULL	Sullivan
HERK	Herkimer	TIOG	Tioga
JEFF	Jefferson	TOMP	Tompkins
KING	Kings	ULST	Ulster
LEWI	Lewis	WARR	Warren
LIVI	Livingston	WASH	Washington
MADI	Madison	WAYN	Wayne
MONR	Monroe	WEST	Westchester
MONT	Montgomery	WYOM	Wyoming
NASS	Nassau	YATE	Yates
NEWY	New York	OUTS	Out-of-State
NIAG	Niagara		

TABLE 3: TRANSACTION TYPE CODES

CODE	EXPANSION
R	Renewal
D	Renewal Different Vehicle
A	Amendments
N	Re-Registration
U	Duplicate
S	Original

TABLE 4: BODY TYPE CODES

CODE	EXPANSION	CODE	EXPANSION
FIRE	Fire	FPM	Feed Processing Machine
CONV	Convertible	MCC	Mobile Car Crusher
SEDN	Sedan	EMVR	Earth Mover
SUBN	Suburban	TRAC	Tractor
4DSD	4 Door Sedan	DELV	Delivery
2DSD	2 Door Sedan	DUMP	Dump Truck
H/WHL	House on Wheels	FLAT	Flat Bed Truck
ATV	All Terrain Vehicle	PICK	Pick-up Truck
MCY	Motorcycle	STAK	Stake Truck
H/IN	Hearse-Invalid Comb.	TANK	Tank Truck
LOCO	Locomotive	REFG	Refrigerator Truck
CUST	Custom	TOW	Tow Truck
RPLC	Replica	VAN	Van Truck
P/SH	Power Shovel	UTIL	Utility Truck
RBM	Road Building Machine	POLE	Pole Truck
R/RD	Road Roller	BOAT	Boat Trailer
RD/S	Road Sweeper	H/TR	House Trailer
S/SP	Sand Spreader	SEMI	Semi-Trailer
SN/P	Snow Plow	TRLR	Trailer

TRAV	Snow Traveler	LTRL	Light Trailer
MOBL	Snowmobile	BUS	Bus (Omnibus)
TR/E	Traction Engine	LIM	Limousine (Omnibus)
T/CR	Tractor Crane	HRSE	Hearse (Ambulance)
TR/C	Truck Crane	TAXI	Taxi
SWT	Small Wheel Truck	DCOM	Disabled Commercial
W/DR	Well Driller	CMIX	Cement Mixer
WSR	Well Servicing Rig	MOPD	Moped
MFH	Manufactured Home	SNOW	Snowmobile
LSV	Low Speed Vehicle	AMBU	Ambulance
LSVT	Low Speed Vehicle Truck		

TABLE 5: WEIGHT/NUMBER OF PASSENGERS CODES

The following registration types will indicate the number of seats in this field. All others will carry the weight of the vehicle.

CODE	EXPLANATION
19	School Car
50	Out-of-State Bus (Omnibus)
52	Daily Rental (Omnibus)
53	Franchise Bus (Omnibus)
54	Taxi (Omnibus)
55	Livery (Omnibus)
56	Regular Bus (Omnibus)
57	Daily Rental- Vanity Plate (Omnibus)

TABLE 6: FUEL TYPE CODES

CODE	EXPLANATION
G	Gasoline
D	Diesel
E	Electric
P	Propane
C	Compressed Natural Gas
F	Flex Fuel
N	None
O	Other

4.8 REPORTABLE ACCIDENT RECORD FILE DATA ELEMENTS

The following data, if available, will be provided from the usable records of reportable accidents occurring in New York State:

Field Name	Length	Field Description
VIN Number	17	Alpha/Numeric
Plate Number	10	Alpha/Numeric
Accident Case Number	9	Numeric
Registration State Code	7	Alpha/Numeric
Accident Date	10	Date (DD-MM-YYYY)
Vehicle Make	10	Alpha/Numeric
Vehicle Model Year	4	Number
Safety Equipment Indicator	2	Number (Originally in database)

		Translated in report to Alpha - Y/N Indicator Y = value(s) of 7,8,9,10 or 11
Contributing Factors Code	2	Number
Contributing Factors Sequence	2	Number
Road System Type	2	Number
County	2	Number
Municipality	4	Alpha/Numeric
Reference Marker	12	Alpha/Numeric
Pre-Accident Action	2	Number
On-Road Indicator	1	Alpha - Y/N
Event	2	Number
Damage Amount Code	2	Number

In Witness Whereof, the Parties have executed this Agreement by their duly authorized representatives.

Signatures on the following page

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 6th day of July, 2015,
 by Scott Wheeler
 (1) _____
 (and (2) _____)
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Patricia A. Trimarco*
Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

APPENDIX-A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

(January 2014)

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2. Non-Assignment Clause
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the

contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor

the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records

which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00 whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without

discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally

incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regis/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX-B; BID PROPOSAL FORM

Use This Form to Submit Your Bid

Group	File	Shared Access
Group 1	Vehicle Registration & Vehicle Title Record Files	Fixed Price \$1,750,000 Bid <input checked="" type="checkbox"/>
Group 2	Motorcycle Registration & Motorcycle Title Record Files	Fixed Price \$37,333 Bid <input checked="" type="checkbox"/>
Group 3	Boat Registration & Boat Title Record Files	Fixed Price \$25,667 Bid <input type="checkbox"/>
Group 4	Snowmobile Registration Record File	Fixed Price \$1,750 Bid <input type="checkbox"/>
Group 5	Current Vehicle Inspection Data File	Fixed Price \$175,000 Bid <input type="checkbox"/>
Group 6	Reportable Accident Record File	Fixed Price \$256,667 Bid <input checked="" type="checkbox"/>

Name of Company: Expesica Informatica Solutions, Inc
Address: 955 American Lane, Tallahassee, Fla. 32309
Company Federal Identification Number: [REDACTED]
Phone Number & E-Mail Address: 224-698-3077 john.dreuske@expesica.com
Name of Representative: John Dreuske
Signature of Representative: [Signature]
Title of Representative: Area Director, Lost Affairs and Data Acquisition Date: 3/3/15

**APPENDIX-C: DMV'S POLICY AND PROCEDURES CONCERNING COMPLIANCE WITH
"PROCUREMENT LOBBYING LAW" (STATE FINANCE LAW §§139-J AND 139-K)**

(Revised March 2012)

I. Policy:¹

It is the policy of DMV to comply with the provisions of State Finance Law §§139-j and 139-k, and related guidance offered by the Advisory Council on Procurement Lobbying and the Office of the State Comptroller.²

II. Procedure:³

The procedure set forth hereafter applies to "Governmental Procurements" let by DMV.

III. Definitions:

Capitalized terms used but not defined herein shall have the meaning ascribed to them in State Finance Law §§139-j and 139-k (See, attached).

For the purpose of this procurement, the terms "Contact" and "Designated Contact" are ascribed the following meanings:

"Contact" as used herein is defined as (1) any oral, written or electronic communication that is (2) made by the Bidder, or a person acting on behalf of the Bidder, (3) to an employee of DMV or of a Governmental Agency other than the DMV, (4) concerning the related Governmental Procurement, (5) where such communication is made during the "Restricted Period"; and (6) where a reasonable person would infer that such communication was made by the bidder with the intention of improperly influencing the related Governmental Procurement [e.g., any violation of Public Officers Law §73(5) (offer of a gift of \$75 or more), or §74 (code of ethics for public officers and employees)].

The term "Contact" does not include permissible communications such as (1) submission of a written proposal¹, (2) submission of written questions², (3) participation in a bidders' conference³, (4) complaints⁴, (5) contract negotiations subsequent to notice of a tentative award of contract⁵, (6) review of contract award⁶, and (7) protests, appeals or other review proceedings¹⁰; (8) a communication described in Legislative Law §1-t(e) which is (a) made by a bidder or subcontractor to a bidder qualified by education, training or experience to provide technical services to explain, clarify or demonstrate the qualities, characteristics or advantages of an article of procurement, who (b) provides information to a Designated Contact to assist the Designated Contact in understanding and assessing the qualities, characteristics or anticipated performance of such article of procurement and (c) who does not recommend or advocate contract provisions¹¹; or a communication by which the bidder seeks generally available information, including clarification and interpretation, with respect to the solicitation documents or the Governmental Procurement process, including the status or timing of steps in the process¹².

"Designated Contact" as used herein is defined as one or more employees of DMV identified in the solicitation for the related Governmental Procurement, or thereafter designated by the DMV's Contract Manager¹³.

¹ 139-j (2)

² 139-j (5)

³ 139-j (1); 139-k (1)

⁴ 139-j (3)(a)(1)

⁵ 139-j (3)(a)(2)

⁶ 139-j (3)(a)(3)

⁷ 139-j (3)(a)(4)

⁸ 139-j (3)(a)(5)

⁹ 139-j (3)(a)(6)

¹⁰ 139-j (3)(a)(7)

¹¹ 139-j (1), (3); 139-k (1)

¹² 139-j (3)

¹³ 139-j (1), (2); 139-k (1)

IV. Solicitations:

DMV will include the following in every written solicitation for a Procurement Contract¹⁴:

- (1) The name of each Designated Contact person, and a statement which substantially complies with in the following form: "Prior to approval by DMV, or, if applicable, the Office of the State Comptroller, of the contract for which this solicitation has been issued, bidders must direct all communications concerning this solicitation to the person(s) identified as "Designated Contact(s)"¹⁵;
- (2) A summary of DMV's policy and procedures regarding "contacts";
- (3) A form (See, Appendix C-1, attached) to be submitted by bidders, upon which each bidder affirms in writing (a) its understanding of DMV's procurement lobbying policy and procedures; and (b) that it will comply with such policy and procedures; and (c) discloses whether it has been determined to be "non-responsible" within the previous four (4) years for violating State Finance Law §139-j¹⁶, or for having intentionally provided false or incomplete information¹⁷ to a Governmental Entity concerning its compliance with State Finance Law §139-j; and (d) certifies that the bidder has provided accurate and complete information concerning the bidder's compliance with State Finance Law §§139-j and 139-k within the previous four years¹⁸.

V. Contracts:

Each Procurement Contract will contain the following statement, substantially in the following form: "DMV reserves the right to terminate this contract in the event that it is determined that the certification filed by the Contractor in accordance with State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete¹⁹. Upon such determination, DMV may terminate this Contract by providing written notification to the Contractor, without incurring liability on the part of DMV or the State for breach of contract."²⁰

VI. Records of Contacts:²¹

In the event that DMV employees who are not Designated Contacts are contacted by bidders, or persons acting on the Bidder's behalf, during the restricted period, the employee will make a record of such Contact and will provide such record to the DMV's Contract Administrator. DMV employees who become aware of impermissible contacts made to another Governmental Entity concerning this procurement will also make and provide records of any such contacts to Contract Administration. The DMV employee may make one (1) record covering multiple Contacts that are made by the same person within a period of five (5) business days. DMV will make all records of Contacts part of the procurement record²². Contracts Administration will promptly provide records of impermissible Contacts to DMV's Office of the Deputy Commissioner and Counsel for review.

VII. Review and Investigation:²³

Upon receipt of a record of an impermissible Contact, the Deputy Commissioner and Counsel or her or his designee ("Reviewer") will review and investigate, within fifteen (15) days from receipt of such information²⁴. The Reviewer will notify the Bidder that an investigation is ongoing; give notice of the allegations of misconduct; and give the

¹⁴ 139-j (2); 139-k (2)

¹⁵ 139-j (6)

¹⁶ 139-k (2)

¹⁷ Id.

¹⁸ Id.

¹⁹ 139-j (10)(b); 139-k (5)

²⁰ Id.

²¹ 139-j (8), (10)(b); 139-k (4)

²² Id.

²³ 139-j (9)

²⁴ Id.

Bidder an opportunity to respond in writing, within ten (10) days from receipt of notification of the alleged violation²⁵. The Bidder will not be entitled to representation by counsel. The Reviewer will determine whether the Bidder has willfully and knowingly made an impermissible Contact. The Reviewer will advise the Bidder and the Contracts Manager, or employee authorized for such purpose, of the final determination made²⁶. In the event the Reviewer determines that the Bidder has made an impermissible Contact with a Governmental Entity other than DMV, the Reviewer will so notify the ethics officer²⁷, inspector general or other appropriate official of such other Governmental Entity²⁸. In the event the Reviewer determines that, as the result of an impermissible Contact, an employee of DMV has violated the provisions of Public Officers Law §73(5) [prohibition of acceptance of a gift of \$75 or more] or §74 [code of ethics], the Reviewer will so advise the Commissioner of Motor Vehicles, the State Ethics Commission and the Office of the Inspector General²⁹.

VIII. Determinations of Non-Responsibility:³⁰

The Reviewer, or employee authorized for such purpose, will determine whether a bidder has been determined to be "non-responsible" because (1) the Bidder has willfully and knowingly made an impermissible Contact³¹, or (2) the Bidder has intentionally failed to make accurate and complete disclosure of prior findings of non-responsibility with respect to Governmental Procurements made within the previous four (4) years³². Upon making a determination of non-responsibility, the Contracts Manager, or employee authorized for such purpose, will so notify the Bidder and the Commissioner of Motor Vehicles³³. A finding of non-responsibility under this section shall result in DMV not awarding the contract to such bidder, unless DMV determines that (1) the award of the contract is necessary to protect public property or public health or safety, and (2) the bidder is the only source capable of supplying the required article of procurement within the required time frame.

²⁵ 139-j (10)(a)

²⁶ 139-j (10)(a)

²⁷ 139-j (8)(a), (c)

²⁸ 139-j (8)(c), (10)(b)

²⁹ Legislative Law: POL §73(5); §74 (Code of Ethics)

³⁰ 139-j (7)

³¹ 139-j (10)(b)

³² 139-j (10)(b); 139-k (5)

³³ 139-j (10)(a)

APPENDIX-C-1: BIDDER'S AFFIRMATION AND DISCLOSURES CONCERNING STATE FINANCE LAW §§139-J AND 139-K

Procurement Description/ID No.: IFB #C000770

Name of Bidder: Edpeian Automotive

Address: 955 American Lane, 4th Floor East Schaumburg, IL 60173

A. Bidder affirms that it has received, reviewed and understands DMV's Policy and Procedures concerning compliance with "Procurement Lobbying Law" (State Finance Law, Sections 139-j and 139-k), and agrees to comply with its obligations concerning permissible "Contacts" for this procurement.

B. Disclosures:

1. Has any "Governmental Entity" [as defined in State Finance Law §139-j(1)(a)] made a determination of "non-responsibility" of the Bidder within the previous four (4) years, due to Bidder's violation of State Finance Law §139-j, or Bidder's intentional provision of false or incomplete information concerning any previous determination of non-responsibility?

No Yes

If "Yes" is indicated, please provide the following details:

- a. Governmental Entity that made the finding: _____
- b. Date of finding (mm/dd/yyyy): _____
- c. Basis of finding: _____

2. Has any Governmental Entity terminated or withheld the award of a procurement contract to the Bidder because of violations of State Finance Law §139-j, or the intentional provision of false or incomplete information concerning any previous determination of non-responsibility?

No Yes

If "Yes" is indicated, please identify the Governmental Entity, the date of termination or withholding, and related procurement contract: _____

C. Bidder's Certification: Bidder hereby certifies, by its duly authorized representative, that the it has herein provided accurate and complete information concerning the Bidder's compliance during the previous four (4) years with State Finance Law, Sections 139-j and 139-k.

Bidder:

By,

John Drewke
(Please Sign Here)

Date (mm/dd/yyyy): 3/2/15

John Drewke
(Please Print Name Here)

Title: Senior Director, Govt Affairs and Data Acquisition

APPENDIX-D: CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES, AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

(MWBE, v. 2-10-12)

I. Introduction:

New York's *Statewide Certified MWBE Program* (Program) serves to ameliorate the significant disparities between the level of participation of MWBE's in state procurement contracting, versus the number of *certified minority-and women-owned business enterprises* (MWBE's) that are ready, willing and able to participate in state procurements.

In order to comply with New York State Executive Law Article 15-A ("Participation by Minority Group Members and Women with Respect to State Contracts"), Article 15 (the "Human Rights Law"), and 5 NYCRR Parts 142-144 ("MWBE Regulations"), for all State contracts as defined therein, and to facilitate the implementation and operation of the Program, State agencies are required to establish goals for maximizing participation of New York State MWBE's and the employment of minority group members and women in the performance of New York State contracts.

This Section articulates DMV's goals for promoting such opportunities.

Bidder/Contractor acknowledges that its failure to comply with the following provisions may result in a finding of non-responsiveness, non-responsibility, and/or breach of Contract, which may result in the withholding of payment, suspension or termination of the Contract, or such other actions or enforcement proceedings provided herein or permitted by Law.

II. Business Participation Opportunities for MWBEs:

DMV hereby establishes an overall goal of 0% for MWBE participation, 0% for *Minority-Owned Business Enterprises* (MBE) participation, and 0% for *Women-Owned Business Enterprises* (WBE) participation (based on the current availability of qualified MBE's and WBE's). Contractor must document good faith efforts to provide meaningful participation by MWBE's as subcontractors or suppliers in the performance of the Contract, and Contractor agrees that DMV may withhold payment pending receipt of the required MWBE documentation.

The directory of New York State Certified MWBE's can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how DMV will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

A) Liquidated Damages:

In accordance with 5 NYCRR §142.13, Contractor acknowledges that its willful and intentional failure to comply with the MWBE participation goals set forth in the Contract will constitute a material breach of Contract for which DMV may withhold payment from the Contractor as liquidated damages for such breach.

Such liquidated damages shall be calculated as an amount equal to the difference between (1) all sums identified for payment to MWBE's had the Contractor achieved the contractual MWBE goals, and (2) all sums actually paid to MWBE's for work performed or materials supplied under the Contract.

B) MWBE Utilization Plan:

The Bidder to whom a contract is awarded (Contractor) must submit a MWBE Utilization Plan, upon execution of the Contract. At all times during the performance of the Contract, Contractor must make good faith efforts to utilize MBE's and WBE's identified in its MWBE Utilization Plan.

DMV may disqualify a Bidder/Contractor as being non-responsive, under the following circumstances:

- a) Bidder/Contractor fails to submit a MWBE Utilization Plan;
- b) Bidder/Contractor fails to submit a written remedy to a notice of deficiency;
- c) Bidder/Contractor fails to timely submit a request for waiver; or
- d) DMV determines that the Bidder/Contractor has failed to document good faith efforts.

Any modifications or changes to the MWBE Utilization Plan made during the term of the Contract must be promptly reported, and such modifications or changes will be subject to DMV's approval. DMV will review the submitted MWBE Utilization Plan and advise the Contractor of DMV's acceptance, or issue a notice of deficiency within 30 days of receipt.

1. **MWBE Waiver Request:** Contractor may submit requests for a partial or total waiver of established goal requirements, at any time during the term of the Contract, prior to issuance of final payment on the Contract. If a notice of deficiency is issued, Contractor must respond to the notice of deficiency within seven (7) business days of receipt by submitting to DMV a written remedy that addresses each deficiency contained in the notice of deficiency. If the written remedy that is submitted is not timely or is found by DMV to be inadequate, DMV shall notify Contractor and direct Contractor to re-submit a revised remedy, within five (5) business days. Failure to request the waiver in a timely manner may be grounds for rejection of the request.
2. **Contractor's Quarterly Workforce Employment Utilization Report ("Workforce Report"):** Contractors are required to submit to DMV, by the 10th day following the end of each quarter during the term of the Contract, a Workforce Report. Such reports document Contractor's progress made toward achieving the MWBE goals for the Contract. The Workforce Report must document any changes to the "Bid Staffing Plan" that Contractor submitted with its Bid (See, below).

Contractor must submit separate reports for Contractor and any subcontractor performing work on the Contract. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or any subcontractor's total workforce. When a separation can be made, Contractor must submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or a subcontractor's total workforce, Contractor must submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

III. Equal Employment Opportunity Requirements:

NOTE: The following requirements do not apply to (a) work, goods, or services unrelated to the Contract; or (b) employment outside New York State.

Contractor must ensure that Contractor and its subcontractors undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. This requirement shall apply to any subcontractors to whom Contractor awards a subcontract for goods or services related to the Contract, valued at over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (except where such subcontract is solely for the beneficial use of the Contractor).

- For these purposes, “equal opportunity” must be provided in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay, or other forms of compensation.
- A) **MWBE Form-1, Contractor’s EEO Policy Statement:** Contractor must execute and submit MWBE Form-1 (attached hereto), as its EEO policy statement, within seventy-two (72) hours after DMV issues written notice of award of the Contract to the Contractor.
- B) **Bid Staffing Plan:** Bidder must submit with its proposal a Bid Staffing Plan that identifies the anticipated work force to be utilized on the Contract by specified categories, including ethnic background, gender, and Federal occupational categories. Upon DMV’s request, Contractor must promptly submit a workforce utilization report that identifies the workforce actually utilized in the performance of the Contract.
- C) **Non-Discrimination:** Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and Contractor shall take reasonable steps to ensure that its subcontractors comport with such non-discrimination provisions during the term of the Contract. Contractor acknowledges that it understands and shall comply with such requirements above, and these provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions provided by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

MWBE Form-1: MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Right's Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

APPENDIX-E: ST-220-CA



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

ST-220-CA

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name		For covered agency use only	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Contract number or description	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Estimated contract value over the full term of contract (but not including renewals)
Contractor's telephone number	Covered agency name		\$
Covered agency address		Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220 TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20____

(sign before a notary public) (title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information or how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 699 2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities or services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

APPENDIX-F: ST-220 TD



New York State Department of Taxation and Finance

Contractor Certification
(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)

ST-220-TD
(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name		
Contractor's principal place of business	City	State ZIP code
Contractor's mailing address (if different than above)		
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency name	Contract number or description	Estimated contract value over the full term of contract (but not including penalties)
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 495-6800.

Need help?

- Internet access: www.nystax.gov
(for information, forms, and publications)
- Fax-on-demand forms: 1 800 743 3676
- Telephone assistance is available from 6:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday
- To order forms and publications: 1 800 462-8100
- Sales Tax Information Center: 1 800 636-2300
- From areas outside the U.S. and outside Canada: (518) 485 6900
- Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
- Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Appendix-G



STANDARD SECURITY CLAUSES FOR SHARING DATA WITH EXTERNAL ENTITIES

The terms of this Appendix have been incorporated into an agreement between the New York State Department of Motor Vehicles and the recipient of DMV data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.

All data to which EXPERIAN INFORMATION SOLUTIONS, INC. ("Recipient") will be provided is proprietary to DMV. Such data shall hereinafter be referred to as "DMV data". Recipient will safeguard all DMV data and resources to which it is granted access. Such safeguards must provide a level of protection of DMV data which is at least equivalent to those provided under Information Technology Services (ITS) Information Security Policy NYS-P03-002, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DMV data to the purpose of fulfilling Recipient's obligations arising under the terms of this Agreement, and for no other purpose, unless expressly authorized to do so by DMV.
2. Recipient must protect DMV data that is in Recipient's possession, or under its control from unauthorized access, disclosure, or dissemination.
3. DMV data includes information that is:
 - provided by DMV which is marked "Confidential";
 - defined as "Personal, Private and Sensitive Information" (PPSI);
 - not expressly granted for public disclosure or dissemination;
 - protected by law from disclosure or dissemination;
 - concerning DMV's infrastructure; and,
 - pertinent to an ongoing investigation.
4. Recipient must not permit DMV data to be copied or shared with anyone outside of the Recipient's organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose of fulfilling Recipient's obligations arising under the terms of this Agreement.
5. Recipient must cooperate with DMV in the review of Recipient's data control processes employed for the protection of DMV data.

6. In the event that Recipient confirms or suspects the unauthorized use or access of DMV data or resources provided hereunder, Recipient agrees to promptly notify DMV's Risk Management Office via email at: nysdmvRiskManagement@dmv.ny.gov
7. Recipient acknowledges that it understands and must comply with laws concerning the loss, misappropriation, compromise, or misuse of protected data provided hereunder, including:
 - a) the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and
 - b) the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208).



8. In the event that the security of personal information is breached in violation of the ISBNA, from a system maintained by Recipient, then the Recipient shall be responsible for providing notice of breach to the person(s) to whom such information pertains. In the event that Recipient is authorized to share such information with another entity, Recipient must hold its recipient responsible for providing such notice. Prior approval from DMV is required before any notifications are made to such persons.
9. Recipient must take appropriate measures to advise pertinent staff members of the penalties associated with unauthorized access, use, or dissemination of protected data.
10. Recipient agrees to comply with DMV's instructions for the secure disposal of agreement-related electronic or hard copy files in Recipient's possession upon expiration of the term of this Agreement.
11. The following provisions apply to circumstances when Recipient or its subcontractors make use of resources provided by DMV:



- a) **Personal Computers (PCs):** DMV-provided PCs must only be used for activities related to official assignments and/or job responsibilities. Recipient is responsible for the use, protection, security and care of all DMV owned personal computers (PCs) and related equipment assigned to them by DMV.
 - a. DMV-provided PCs, including laptops, monitors, printers, hardware, peripherals, commercially licensed software, files, programs, and data, are the property of DMV. DMV reserves the right to access or audit PCs, storage drives and removable media, and the information contained therein.
 - b. Recipient must comply with the following restrictions when using DMV-provided PCs:
 - i. Protect against unauthorized access when the PC is left unattended by locking it, or logging-off;
 - ii. Log-off the PC at the end of the workday, to ensure that the power remains on;
 - iii. Do not leave a laptop unattended or unsecured;
 - iv. Do not move the PC or related equipment to another location without approval from DMV;
 - v. Do not modify or repair any PC or related equipment without prior approval from DMV; and,

- vi. Do not connect any hardware that is not expressly approved by DMV. Recipient must contact DMV for a list of approved hardware.
 - b) **Software:** Only software that is approved by DMV may be installed on DMV-provided PCs. Recipient must abide by all software license agreements. Non-work related software (e.g. games or music downloading programs) must not be installed or used on DMV PCs. Recipient must not install DMV-owned software or programs on a non-DMV-owned PC, unless expressly approved by DMV.
 - c) **Internet:** DMV-provided Internet access must only be used for activities related to official assignments and/or job responsibilities. Recipient must employ reasonable precautions, including safeguarding and changing passwords, to prevent the unauthorized use of their DMV provided internet account by anyone else. Recipient must not access third-party internet service providers and webmail accounts (e.g., checking a personal email account on AOL), unless expressly authorized by DMV.
 - d) **Network:** Recipient must limit the use of the DMV network to activities related to official assignments and/or job responsibilities.
 - e) **Email:** Recipient must limit the use of DMV email accounts to activities related to official assignments and/or job responsibilities.
 - a. Recipient must use secure email service methods, which comply with industry standards, when sending DMV data. Recipient is not authorized to use third-party sites, e.g., Dropbox, to transmit DMV data.
12. Recipient agrees to continuing cooperation with DMV in response to developing security vulnerabilities.

(Revised 03/2015)

**APPENDIX-D: NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
"MACBRIDE FAIR EMPLOYMENT PRINCIPLES"**

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;
Yes or, No if yes;

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.
Yes or, No

Firm Name Experian Automotive

Signed John Drewke

APPENDIX-E: 139.d STATEMENT OF NON-COLLUSION IN BIDS TO THE STATE

State of New York – Department of Motor Vehicles

139-d. STATEMENT OF NON-COLLUSION IN BIDS TO THE STATE

Every bid hereafter made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief: 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a) 1), 2), and 3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1), 2), and 3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (a).

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Firm Name: Esperian Automotive
By: John Arewke
Title: Senior Director, Joint Relation and Data Acquisition
Date: 3/2/15

APPENDIX-F: COMPLIANCE OR NON-APPLICABILITY TO § 5-A OF THE NYS TAX LAW

Neither the bidding entity, nor any of its affiliates (nor any subcontractors affiliates) make sales delivered by any means to locations within the state of tangible personal property or taxable services having a value of more than \$300,000.00.

-OR-

The bidding entity and any and all of its affiliates, subcontractors and subcontractors' affiliates hold, to the best of the bidder's knowledge, a valid Certificate of Authority issued by the NYS Department of Taxation and Finance.

-AND-

If awarded a contract arising out of this bidder shall provide three (3) copies of the Certificate of Authority held by it, its affiliates, its subcontractors' and its subcontractors' affiliates performing services under the contract with the Department of Motor Vehicles at the time of contract signature.

Experian Automotive
COMPANY NAME

AUTHORIZED SIGNATURE

On the 2nd day of March, 2015, before me personally came _____, to me known, who being duly sworn, deposed and said that (s)he resides in _____; that (s)he is an officer of _____; namely, the _____ of _____. That (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

APPENDIX-B: BID PROPOSAL FORM

Use This Form to Submit Your Bid

Group	File	Shared Access
Group 1	Vehicle Registration & Vehicle Title Record Files	Fixed Price \$1,750,000 Bid <input checked="" type="checkbox"/>
Group 2	Motorcycle Registration & Motorcycle Title Record Files	Fixed Price \$37,333 Bid <input checked="" type="checkbox"/>
Group 3	Boat Registration & Boat Title Record Files	Fixed Price \$25,667 Bid <input type="checkbox"/>
Group 4	Snowmobile Registration Record File	Fixed Price \$1,750 Bid <input type="checkbox"/>
Group 5	Current Vehicle Inspection Data File	Fixed Price \$175,000 Bid <input type="checkbox"/>
Group 6	Reportable Accident Record File	Fixed Price \$256,667 Bid <input checked="" type="checkbox"/>

Name of Company: Experian Automotive

Address: 955 American Lane, 4th Floor East, Schaumburg IL 60173

Company Federal Identification Number: [REDACTED]

Phone Number & E-Mail Address: 224-698-3077 john.dreuske@experian.com

Name of Representative: John Dreuske

Signature of Representative: [Signature]

Title of Representative: Senior Director, Gov't Date: 3/2/15
Affairs and Data Acquisition

APPENDIX-K: REFERENCE LIST

COMPANY NAME	CAMMAX
ADDRESS, CITY, STATE & ZIP	12800 TUCKAHOE CREEK PKWY RICHMOND, VA 23238
CONTACT PERSON & TITLE	DAVID UNICE, CORPORATE AUCTION DIRECTOR
CONTACT PERSON'S PHONE NUMBER	804-747-0422
COMPANY NAME	NADA USED CAR GUIDE
ADDRESS, CITY, STATE & ZIP	8400 WESTPARK DR McLEAN VA 22107
CONTACT PERSON & TITLE	MIKE STANTON, COO
CONTACT PERSON'S PHONE NUMBER	703 821 7298
COMPANY NAME	RED MOUNTAIN TECHNOLOGIES
ADDRESS, CITY, STATE & ZIP	2200 Woodcrest Pl Birmingham AL 35209
CONTACT PERSON & TITLE	JOHN McELWORTH, VP OF SALES
CONTACT PERSON'S PHONE NUMBER	205 414 2721

NOTE: A minimum of three (3) references are required. Additional references may be provided.

Please type or print clearly.