

**PARTNERING AGREEMENT
BETWEEN
THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES
AND
THE NEW YORK CITY TAXI AND LIMOUSINE COMMISSION**

This Agreement ("AGREEMENT") is made by and between the New York State Department of Motor Vehicles, an executive agency of the State of New York, located at Swan Street Building, 6 Empire State Plaza, Albany, New York 12228 (hereinafter referred to as the "Department" or "DMV"), and New York City Taxi and Limousine Commission, a political subdivision of the City of New York, (hereinafter referred to as "AGENT" or PARTNER"), having its principal office at 31-00 47th Avenue, Long Island City, NY 11101. DMV and AGENT may collectively be referred to herein as the "Parties".

In consideration of the foregoing, the Parties set forth their mutual agreement as follows:

1. **Program:** The Parties acknowledge that they enter this Agreement for the purpose of participating in a program that permits AGENT to process specific categories of motor vehicle related transactions.
2. **ON-SITE LOCATION:** AGENT shall use a DMV-approved "on-site" data processing communicating system (the "System"), at a secure site which is operated by AGENT and approved by DMV, for the purpose of processing transactions solely for its customers. AGENT understands that it must enter into and execute a separate agreement with DMV for each on-site location from which AGENT provides services permitted hereunder. This Agreement authorizes AGENT to provide services permitted hereunder at the following location only:

31-00 47th Avenue, Long Island City, NY 11101

3. **Term:** The term of this Agreement shall be for three (3) years, commencing on full execution hereof, and expiring three (3) years thereafter.
 - a. **DMV's Right to Terminate:** The Parties acknowledge that the Department will proceed with the implementation of this on-site system, in DMV's sole discretion and subject to existing budget and equipment resources; and DMV reserves the absolute right to terminate this Agreement at any time, in DMV's sole discretion, in the best interests of the State, without incurring any liability on the part of DMV or the State for breach of contract.
 - b. **AGENT's Right to Terminate Agreement:** AGENT shall have the option to terminate this Agreement upon thirty (30) days' written notice to DMV. Such termination shall have no effect upon AGENT's liability arising from any acts or omissions committed by AGENT, its officers, employees, or subcontractors prior to termination, nor shall it affect any continuing obligations respecting payment of monies due to DMV, recordkeeping and privacy protection.
4. **"Deputized AGENT":** The sole purpose of this Agreement shall be to permit AGENT to process motor vehicle-related transactions limited to those set forth in Appendix-B

hereof, entitled "Authorized Transactions & Transaction Restrictions", as a "deputized agent" of the Department pursuant to New York Vehicle and Traffic Law (VTL), Section 206.

- a. The scope of such agency shall be limited to the activities authorized under VTL, Section 206; and the use of the term "AGENT" herein shall under no circumstances impute any liability whatsoever to DMV or the State of New York for premises liability arising from the acts or omissions of AGENT, whether committed within or exceeding the scope of its agency. AGENT shall remain primarily and individually liable to the fullest extent of the law for any acts which exceed the scope of its agency, or for misrepresenting the scope of its agency to any third-party.
5. **System:** AGENT shall use a DMV-approved "on-site" data processing communicating system (the "System"), at a secure AGENT site approved by DMV, for the purpose of processing transactions solely for its customers. At no cost to DMV, AGENT shall provide the technical staff necessary to facilitate the installation of equipment and communications support required to access the Department's host computer via the System. AGENT shall use the on-site processing System as soon as it is operational.

(a) **System Equipment:**

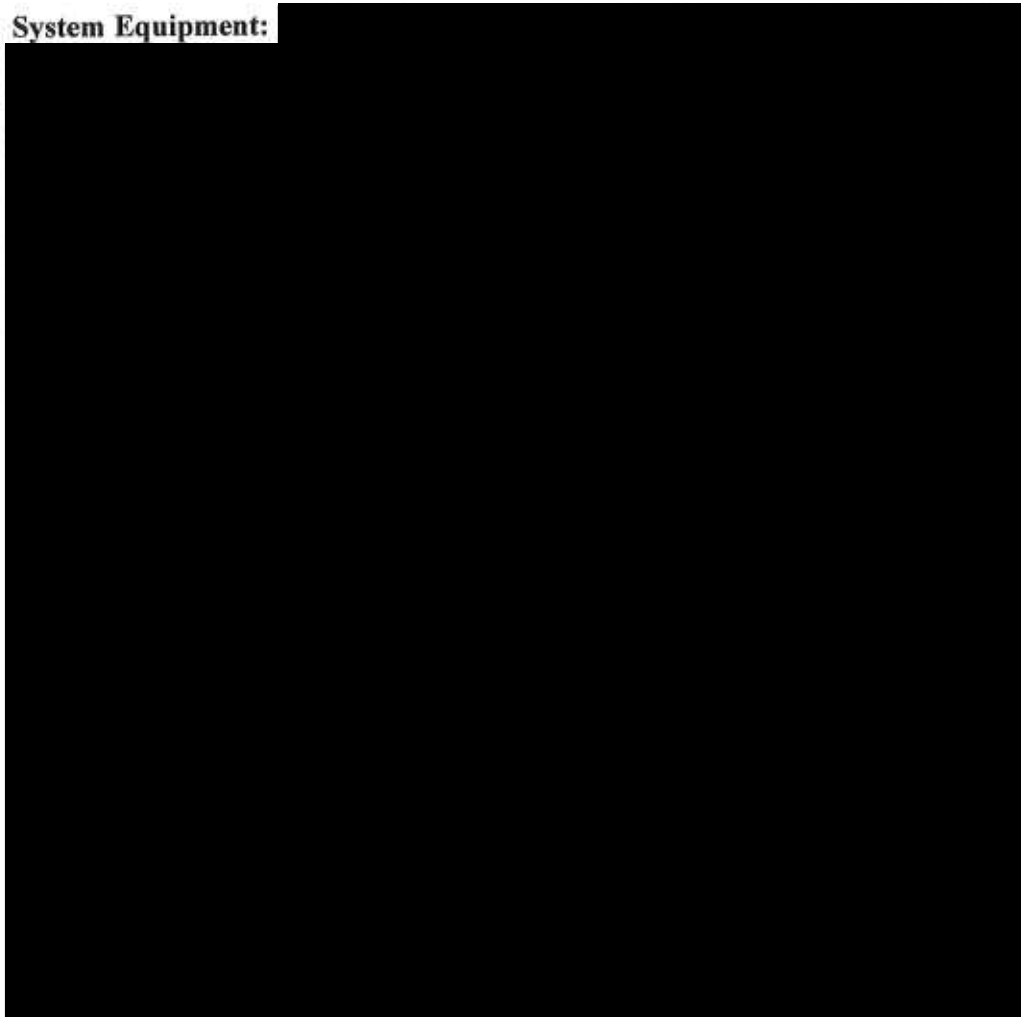
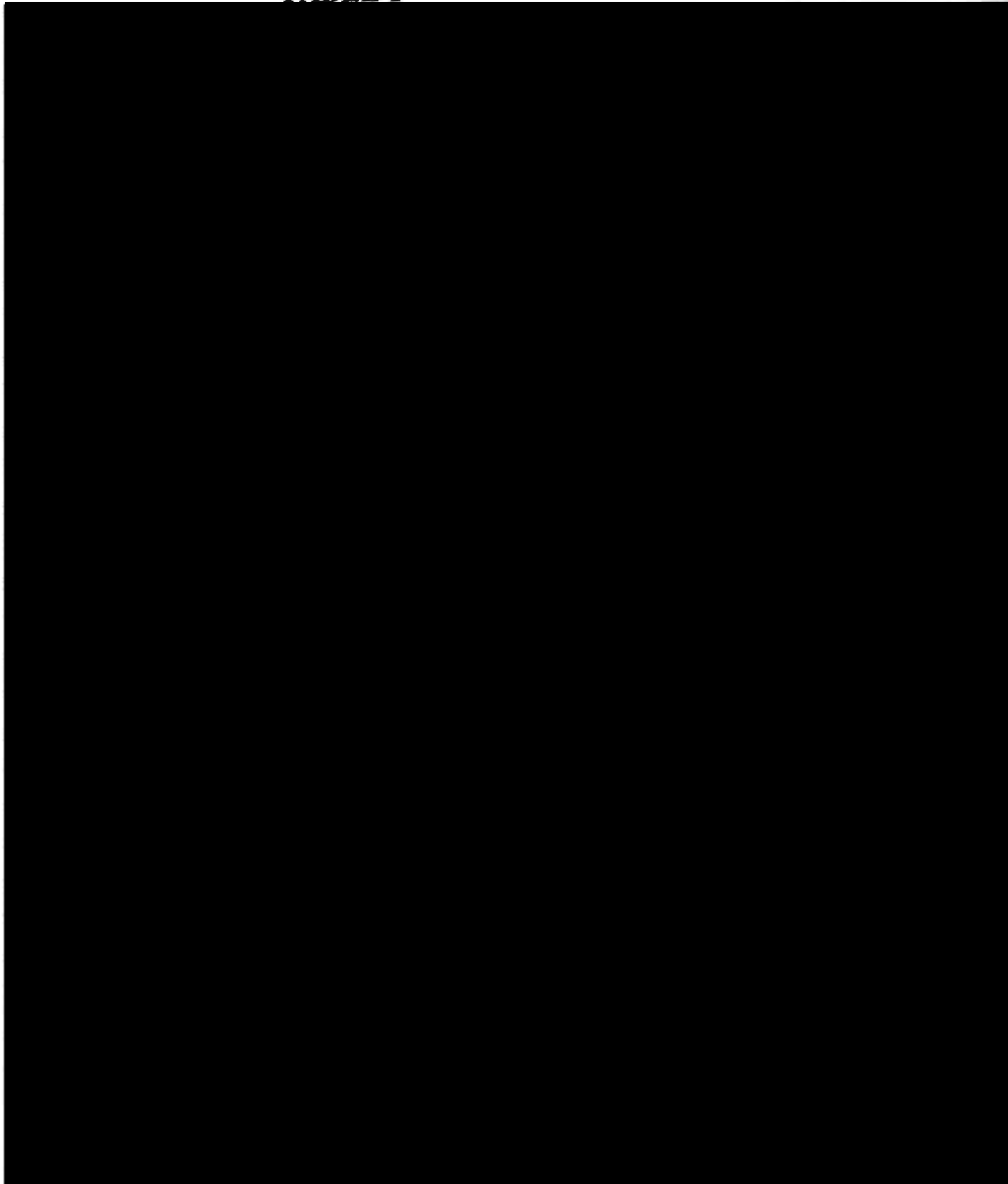


TABLE 1



(a) **Limitation on Use, and Compliance with DMV Procedures:**

- i. AGENT shall at all times operate and maintain the on-site processing System in accordance with the Department's procedures and directives, limited to the types of transactions and subject to the restrictions described in Appendix-B hereof, entitled "Authorized Transactions & Transaction Restrictions".
- ii. **Authorized Access:** AGENT shall provide security measures as prescribed by the Department to ensure that only its authorized employees have access to the System.

6. Document Processing and Printing: AGENT shall comply with all laws and DMV-directives in the processing and making of valid registration documents. All incidental paperwork must be processed and transmitted in accordance with DMV's procedures and as directed by the Department. DMV will provide AGENT with procedural manuals and information relative to the transactions included in the scope of this Agreement.

7. Payment (time and method): AGENT shall electronically deposit all fees associated with transactions it processes on the on-site processing System into DMV's bank account no later than the close of the next business day after the transactions were processed. AGENT shall collect and safeguard all payments on behalf of DMV. AGENT will inform and instruct its customers to make checks payable to the "Department of Motor Vehicles" or "Commissioner of Motor Vehicles". AGENT will reject check payments that are not made payable to the "Department of Motor Vehicles" or "Commissioner of Motor Vehicles". In addition, all payments made by credit card must be completed using the New York State PIN (Personal Identification Number) Transaction Security devices supplied by the DMV. AGENT will not accept cash or personal checks at any time. In addition, AGENT must receive written approval from DMV prior to adding or eliminating an accepted payment method.

AGENT will be responsible for depositing checks into a bank account designated by the Department as approved by the NYS Office of the State Comptroller.

- a. AGENT shall deposit checks directly into a DMV bank account using a digital check scanner by close of next business day after the transactions were processed. AGENT agrees to provide industry standard digital check scanning equipment. The check scanning equipment must be connected to the AGENT's computer and operated on the AGENT's network. AGENT is responsible for the security and protection of all personal, private, and sensitive information (PPSI) contained on checks. All PPSI data stored on AGENT's network must be encrypted and dispositioned within sixty (60) days. AGENT must securely store physical checks for at maximum sixty (60) days. AGENT is required to securely destroy physical checks after the sixty (60) day retention period.
- b. In instances where checks do not properly scan for deposit, AGENT will deliver checks for deposit at a designated bank branch location by close of business on the next business day.
- c. DMV shall provide AGENT with all necessary DMV bank account information and supplies as required.
- d. Check payment terms and conditions are subject to change upon written agreement by both parties
- e. AGENT shall ensure that none of its officers or employees who have access to the on-site System will have any signatory authority or withdrawal power associated with the DMV bank account referred to above.

8. Audits/Record Retention: AGENT shall permit access to its premises to DMV and provide adequate work space during regular business hours for Department staff to

perform unannounced audits of AGENT records pertaining to the System, and to perform security compliance inspections. Records pertaining to use of the System must be maintained by AGENT for a period of six (6) years from the date of a transaction, and for six (6) years) after expiration of this Agreement by termination or otherwise. Such records must be made available to DMV for audit purposes during such record retention period.

- a. **Electronic Files:** AGENT is permitted to scan and store records pertaining to the System limited to Daily Cash Reports (DCR), Cashier Control Report (CCR) and Cashier's Daily Report (CDR) electronically. Electronic files must be labeled with the date of the work, readily accessible from an offsite location (offshore storage/accessibility of DMV data is strictly prohibited) and must be retrievable upon request by DMV staff. Electronic files must be encrypted at rest and retained for six (6) years or until next audit, whichever occurs later. AGENT is not permitted to make changes to scanning equipment or scan additional documents without the prior written approval by DMV. AGENT is permitted to scan and store entire Cashier Control Report electronically, however, AGENT is required to submit a physical copy of each cashier's CCR report along with the respective batch work.
- b. **Exit Audit:** AGENT hereby consents to an exit audit to be performed by DMV, upon the expiration of this Agreement by termination or otherwise, and AGENT shall fully cooperate with DMV in the performance of such audit.

9. **Compliance with DMV Policies & Procedures:** AGENT shall ensure that all of its employees involved with this program comply with Department policies & procedures.

(A) **Separation of Duties:** AGENT shall allocate a sufficient number of employees to ensure separation of duties. Processing of transactions and reconciliation of fees associated with those transactions must be completed by different employees.

(B) **Required Training:** AGENT shall permit DMV to conduct training of AGENT's employees in the performance of services to be provided hereunder, at no cost to AGENT. Such training shall be conducted by DMV staff in a manner, and at a time, date, and location determined by DMV. AGENT shall make such employees available for training as required by the Department.

10. **Security:** AGENT shall strictly comply with the provisions of Appendix-C hereof, entitled "Standard Security Clauses for Sharing Data with External Entities". AGENT must also be compliant with DMV's Credit Card Information Security Program; policies pertaining to the types of credit card transactions processed. All equipment and staff who process credit card transactions are subject to an annual visit by DMV's Quality Security Assessor (QSA) to evaluate Data Security Standard (DSS) Payment Card Industry (PCI) compliance. An annual visit must be scheduled by DMV and notice given AGENT.

11. **Relocation of Facilities:** AGENT shall not relocate their on-site processing facility(ies) without receiving prior written approval by the Department (such approval shall not be unreasonably withheld). The Department requires a minimum of thirty (30) days in which to process AGENT's request to relocate.

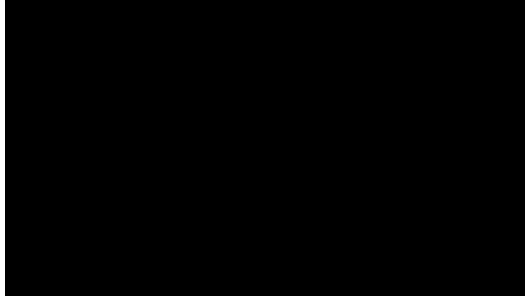
- a. For facilities located outside of New York State, AGENT shall bear the cost of travel expenses for DMV staff to conduct any inspection of the facility(ies) required by DMV. Such travel expenses shall be incurred in accordance with the provisions of State Finance Law; and AGENT shall make prompt payment to DMV for such expenses upon DMV's presentment of an invoice for payment.
12. **Validation/Cancellation of Transaction:** The Department will validate all transactions processed by AGENT pursuant to this Agreement as enumerated in Appendix-B hereof, entitled "Authorized Transactions & Transaction Restrictions", and AGENT may rely on such validation. However, DMV reserves the right and sole discretion to invalidate and cancel any such transaction(s) which the Commissioner determines to have been improperly issued, without recourse by AGENT.
13. **Provision of DMV Forms:** The Department will provide AGENT with Departmental forms for processing of transactions authorized hereunder, at no cost to AGENT.
 - a. **Return of Unused Forms and Documents:** AGENT shall return to DMV all unused Department supplied forms and documents within fifteen (15) days from the expiration of this Agreement by termination or otherwise, unless this Agreement is renewed prior to its expiration date. AGENT shall be liable for any damages resulting from its failure to return unused documents.
14. **Conflict of Terms:** This Agreement incorporates by reference 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 All New York State Contracts";
 - b. The Agreement, including "Appendix B" and "Appendix C" hereof, entitled "Authorized Transactions & Transaction Restrictions" and "Standard Security Clauses for Sharing Data with External Entities", respectively, except for Appendix-A which shall in all cases take precedence.
15. **Merger:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described in this Agreement and supersedes all oral or written prior statements, representations, discussions, negotiations and agreements. No provisions in any purchase orders, or in any other business forms employed by or on behalf of either party in connection with the matters contemplated by this Agreement will affect the terms and conditions of this Agreement, and no supplement or amendment of this Agreement shall be binding, unless executed in writing by both parties and specifically referencing the supplementing or amendment of this Agreement. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Contract shall remain in full force and effect.
16. **Controlling Law/Jurisdiction:** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and

actions or proceedings arising from this Agreement shall be heard in a court of competent jurisdiction in the State of New York.

17. **Severability:** Should any one or more of the provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or unenforceable, such term shall be amended to so conform, or in the event that it cannot be so amended it shall be deleted, and all remaining provisions of this Agreement shall remain in full force and effect, unless the provision so stricken renders the Agreement unenforceable or otherwise frustrates the purpose of the Agreement.

18. **Communications:** All communications concerning this Agreement must be directed to the following representatives of the Parties:

a.



b. **AGENT:**

Gary Weiss
NYC Taxi and Limousine Commission
31-00 47th Avenue
Long Island City, NY 11101
Tele: (718) 391-5667
Email: weissa@tlc.nyc.gov

19. **No waiver, alteration or modification:** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless made in writing and executed by duly authorized representatives of the Parties.

20. **Bankruptcy:** In the event that the AGENT files a petition under the U.S. Bankruptcy Code during the term of the Contract, DMV may, at its discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the DMV the amounts owed by the AGENT arising out of the same transactions.

21. **Assignment:** The AGENT shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the DMV. Failure to obtain consent to assignment from the DMV shall entitle DMV to revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by an AGENT for the benefit of its creditors. Prior to receiving DMV's consent to assignment of monies becoming effective, the AGENT shall file a written notice of such monies assignment(s) with the Comptroller. Prior to DMV's consent to assignment of a Contract, or portion thereof, becoming effective, the AGENT shall

submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which may be subject to approval by the Offices of the NYS Attorney General and the NYS Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her sole discretion.


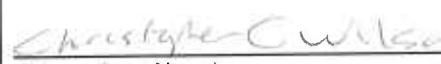
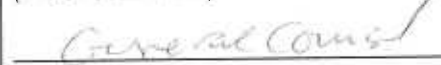

22. **Subcontracting:** Subcontracting shall not be permitted under any circumstances.

23. **Compliance with Laws:** In performing its obligations under the Contract, the Contractor shall 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, building and fire codes, zoning laws, privacy, public building requirements for use by the handicapped, and occupational safety and health rules. AGENT shall also comply with all applicable non-discrimination statutes, regulations and Executive Orders, and all State and Department policies and procedures.

24. **Non-Exclusive Rights:** The Department reserves the right to deputize other agents, and to enter into the same or similar Agreements with other organizations, including but not limited to motor vehicle dealers and other dealer associations, at any time it deems appropriate.

25. **Renewal:** The Parties reserve the option to renew this Agreement by mutual consent for additional three (3) year periods.

IN WITNESS WHEREOF the Parties hereby execute this Agreement by their duly authorized representatives.

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| THE NEW YORK CITY TAXI AND LIMOUSINE COMMISSION By,  (Please Sign Here)  (Please Print Name)  (Title) Date: <u>02 / 14 / 2018</u> (mm/dd/yyyy) | NYS DEPARTMENT OF MOTOR VEHICLES By,  (Please Sign Here) <u>Elizabeth Coalts</u> Contract Manager <u>NYS Dept. of Motor Vehicles</u> (Please Print Name) (Title) Date: <u>2 / 27 / 2018</u> (mm/dd/yyyy) |
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APPENDIX-A: STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

(January 2014)

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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/regs/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: AUTHORIZED TRANSACTIONS & TRANSACTION RESTRICTIONS

I. AGENT is authorized hereunder to process the following transactions for registration class OMT (taxicabs) via the System:

A.

1. Original Registrations
2. Re-registrations
3. Amended Registrations
4. Duplicate Registrations
5. Duplicate Titles
6. Registration Renewals
7. Plate Surrenders
8. Replacement of Stolen or Lost Plates
9. Title Only's
10. Sales Tax Only

B. Additional transactions may be added subject to DMV review and approval. Processed transactions may be canceled before the end of the same business day in which they are processed.

C. AGENT may process registration and title transactions for the customers they regulate provided that no additional fee is charged for registration processing. All processing is subject to restrictions listed below

II. Transaction Restrictions:

1. Gross weight of vehicles being registered must not exceed 80,000 pounds.
2. Documentation as described in Department Policies and Procedures, , must be provided for each transaction. Original and re-registration transactions must include a Manufacturers Certificate of Origin, New York title, out of state title, or a transferable registration as proof of ownership.
3. *Transactions that include garageman's liens, Marshall's sales, sheriff's sales, New York City Police Bills of Sale, foreign proof (other than Canadian proof of*

ownership), or salvage vehicles, are not acceptable for processing.

4. Documentation must include photocopies of proof of identity, date of birth, and address (See, MV-82.1 for requirements).
5. All documentation must be forwarded to the Department within five (5) business days after the date of the transaction, using a tracked delivery process whereby forwarding and receipt is documented.
6. In the event that more than ten (10) consecutive registration documents or plates are missing from inventory, AGENT shall immediately notify DMV's Director of Field Audit by telephone, at (518) 474-0881. AGENT must also provide DMV with written notification, identifying the missing items, by any method directed by DMV (e.g., by facsimile, email, etc.). This procedure must be adhered to, in addition to other DMV Policies and Procedures concerning missing documents.



Appendix-C

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 New York City Taxi and Limousine Commission ("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 its associated standards, 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 07/2016)