



**STATE OF NEW YORK
DEPARTMENT OF MOTOR VEHICLES
FREEDOM OF INFORMATION LAW OFFICE
6 EMPIRE STATE PLAZA, ROOM 435
ALBANY, NEW YORK 12228**

BARBARA J. FIALA
Commissioner

2/26/2014

Amanda L Elam
NYSPSP
194 Washington Avenue Suite 300
Albany, NY 12210

RE: Freedom of Information Law Request 2014 - 799

Dear Amanda L Elam:

On or about 2/7/2014, you requested: a copy of the contract award detail for Contract# C000793.

Enclosed, please find a copy of the requested records.

Sincerely,

Representative
Freedom of Information Law Office

Enclosure:

PRE

AGREEMENT FOR TEMPORARY EMPLOYEE SERVICES

This Agreement is made this _____ day of _____, 2013, between the New York State Department of Motor Vehicles, 6 Empire State Plaza, Contract Administration, Room 528B, Albany, New York 12228 (hereinafter referred to as the "Department" or "DMV") and Global Employment Services, Inc., 45 Ashgrove Lane, Selkirk, NY 12158 (hereinafter referred to as the "Contractor"). DMV and Contractor shall collectively be referred to herein as the "Parties".

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.

The Parties agree as follows:

This is a five (5) year contract for the provision to DMV of approximately ten (10) mail and supply clerks to perform routine clerical and manual services, as temporary workers, in the processing and delivery of incoming and outgoing written communications and packages at the New York State Department of Motor Vehicles Utica Processing Center.

SECTION I: GENERAL INFORMATION

1.1 Term:

MPC

The term of this Contract shall be five (5) years, commencing upon execution by the NYS Office of the State Comptroller (OSC).

1.2 Compensation:

MPC

The Department shall pay the Contractor for the provision of each mail and supply clerk at the hourly price of \$12.16 per hour, not to exceed a total price for all clerks of \$237,120.00 per year (or \$1,185,600.00 for the five (5) year term of this Contract).

The Department shall make monthly periodic payments for services rendered, as follows: (1) payment shall be made after the Department verifies that all work has been satisfactorily performed, (2) subject to DMV's receipt of an appropriate invoice from Contractor, and (3) subject to the regular processing of such payments by the State, in accordance with the NYS Finance Law.

Invoices for the receipt of periodic monthly payments shall be computed based upon one-twelfth of the annual amount of compensation. If the annual amount of compensation is not divisible by twelve, then the twelfth month's invoice shall be computed as follows: deduct the total amount paid to Contractor in the preceding eleven months from the total annual amount.

APPROVED
DEPT. OF AUDIT & CONTROL
NOV 18 2013
Daniel J. McLaughlin
FOR THE STATE COMPTROLLER

AGREEMENT FOR TEMPORARY EMPLOYEE SERVICES

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SECTION I: GENERAL INFORMATION

1.1 Term:

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1.2 Compensation:

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1.3 Electronic Payment of Contractor's Billing Invoices:

Contractor must provide complete and accurate billing invoices to DMV, in order to receive payment. Billing invoices submitted to DMV must contain all information and supporting documentation required under the terms of this Contract, or as may be required by DMV and the NYS Office of State Comptroller (OSC).

DMV shall make electronic payment for invoices submitted by the Contractor. Payment by paper check will only be made, in the Commissioner's sole discretion, due to extenuating circumstances.

Such electronic payment shall be made in accordance with the State's procedures and practices. The Contractor shall comply with the OSC's procedures to authorize electronic payments.

Authorization forms are available at OSC's website, at: www.osc.state.ny.us/epay/index.htm; or by email, at epunit@osc.state.ny.us; or by telephone, at 518-474-4032.

Contractor acknowledges that it will not receive payment for any invoices submitted under this Contract if it fails to strictly comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

1.4 Conflict of Terms:

This Contract incorporates by reference the terms of the following documents. Any conflicts between the terms contained in the main body of this Contract 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:

- (1) Appendix-A, "Standard Clauses for New York State Contracts";
- (2) The Contract, including Appendices B, C-1, C-2, D and E;
- (3) Invitation for Bid #C000793;
- (4) Contractor's bid in response to Invitation for Bid #C000793.

1.5 Designated Contact Person(s):

Edwin Lake is the issuing officer for this procurement. Mr. Lake, and his alternate, Maureen Younkin, are the "designated contacts" to whom all communications concerning this solicitation must be directed during the "restricted period" (See, defined at Par. 3.9, below).

Edwin Lake
Procurement Services
NYS Department of Motor Vehicles
6 Empire State Plaza, Room 528B
Albany, NY 12228
Ph: (518)474-0815 / Fax (518)486-4541
edwin.lake@dmv.ny.gov

Or his alternate:

Maureen Younkin
Director, Procurement Services
NYS Department of Motor Vehicles
6 Empire State Plaza, Room 528B
Albany, NY 12228
Ph: (518)474-0815 / Fax (518)486-4541
contracts@dmv.ny.gov

SECTION 2: CONTRACTOR RESPONSIBILITIES

2.1 General Description of Service:

Contractor shall provide services, as specified in Appendix-B hereof, entitled "Temporary Worker Service Specifications".

Services must be performed in a manner that will not disrupt normal operation of the DMV office. Contractor's employees shall commence work at a time designated by DMV's office management. Punctuality is material to the Contract. Contractor shall accommodate reasonable schedule changes, as may be required by DMV office management.

2.2 Telephone Accessibility:

In the event that the Department calls the Contractor to report a problem, the Contractor must provide a responsible individual who is authorized by the Contractor to return the call and take any action required to respond to the problem. Contractor must respond to the Department's call during the DMV office's regular business hours, and no later than the close of business on the first business day following DMV's call. Throughout the term of the Contract, such individual must be available to receive calls and/or respond to messages left on voicemail from 8:30 AM until 4:30 PM, Monday through Friday, exclusive of state holidays.

2.3 Cure & Cover:

In the event that that the Contractor's performance fails to conform to the terms of the 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 the 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 the 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.

2.4 Conduct of Temporary Staff:

Temporary staff shall comport themselves in a professional manner while on DMV's premises, and shall comply with DMV's policies and directives concerning appropriate dress and behavior. Temporary Staff shall not use office phones for personal calls; and shall not admit any individuals to the premises other than staff members.

2.5 Employees of Contractor:

The Contractor must certify that its employees performing services under the 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 the Contract, the Department reserves the right to immediately terminate the Contract without incurring any liability for breach thereof.

Contractor agrees, during the term of the 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.

2.6 Insurance:

Contractor must, at the Contractor's expense, maintain in full effect any policy of insurance required hereunder for the term of the Contract and any extensions thereof. Contractor's failure to maintain required insurance, or failure to provide DMV with satisfactory evidence thereof at any time during the term of the Contract or any extension thereof, shall constitute a material breach of contract for which DMV shall have the option to terminate the Contract without incurring any liability for breach thereof.

The Contractor must provide the Department with evidence of such continuing insurance coverage, as follows:

1. The **Department of Motor Vehicles and the State of New York** must be named as additional insureds on policies providing General Liability coverage.
2. All policies of insurance required hereunder must be issued by an insurance carrier licensed to do business in New York State.
3. Contractor must provide DMV with copies of certificates of insurance as evidence of insurance. However, DMV reserves the right and sole discretion to require further proof of insurance at any time during the term of the contract. In such event, Contractor must cooperate with such request and must promptly provide DMV with such other proof of insurance within five (5) business days from Contractor's receipt of DMV's request.

In contemplation of such request, Contractor hereby authorizes the insurance carrier named in the certificate of insurance issued hereunder to issue a copy of the Policy, or such other proof as DMV may require, directly to DMV upon request.

4. Contractor must provide such evidence of insurance upon notice and acceptance of the award of the Contract. Contractor is responsible for providing continuing proof of such insurance coverage, within ten (10) business days from the renewal of each policy.
5. In the event of any change, lapse, or termination of coverage, including change of insurance carrier, during the term of the Contract, Contractor must provide DMV with proof of coverage acceptable to DMV within five (5) business days from the effective date of any such change.
6. Contractor must ensure that insurance carriers issuing policies of insurance required hereunder directly notify DMV of any change, lapse, or termination of coverage.

7. Proof of insurance coverage must be provided to DMV at:

NYS Department of Motor Vehicles
Attn: Maureen Younkin, Director, Procurement Services
6 Empire State Plaza
Swan Street Bldg., Room 528B
Albany, New York 12228

a. Contractor must provide the following insurance coverage:

Bodily Injury and Property Damage Insurance:

Policies of Bodily Injury Liability and Property Damage Liability Insurance, of the types specified herein each with limits of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident, and, subject to that limit for each person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, and not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident.

SECTION 3: ADDITIONAL TERMS

3.1 Subcontracting:

Contractor shall not use subcontractors in the performance of its obligations under the Contract, without prior approval by DMV. DMV's approval of individuals provided by Contractor to serve as temporary workers shall be deemed to be the granting of DMV's approval. A subcontractor is any individual or legal entity who had entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor. The Contractor's use of subcontractors shall not diminish Contractor's primary responsibility for performing its obligations in accordance with the terms of the Contract. The Contractor shall be primarily responsible for the performance of its subcontractors, including controlling, coordinating, and assuming liability for the work of its subcontractors.

All subcontractors employed by the Contractor in the performance of its obligations hereunder must also comply with the applicable provisions of federal and New York State laws, rules and regulations, and must meet the same criteria as if they were the primary Contractor. The Contractor shall provide DMV with copies of contracts with its subcontractors employed for the purpose of this Contract. The Contractor shall notify DMV if it intends to use any subcontractor. DMV reserves the right to disqualify subcontractors who are unfit to perform state contracts. Contractor is responsible for informing subcontractors of all terms, conditions and requirements of the Contract.

3.2 Amendment:

The Contract may only be amended by mutual written consent of the Department of Motor Vehicles and the Contractor, and subject to OSC's approval.

3.3 Renewal:

The Contract shall not be renewable for additional terms.

3.4 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:

1. by email: InformationSecurity@dmv.ny.gov
 2. 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>.

3.5 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 the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide

the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the DMV shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner 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 Commissioner where the delay or failure will significantly impair the value of the Contract to the State, the Commissioner may:

1. 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
2. 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 which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or
3. 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 Commissioner reserves the right, in his/her 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.

3.6 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.

3.7 Right to Audit:

The Contractor shall 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, shall furnish or make available such records. Contractor shall 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.

3.8 Termination:

1. **For Cause:** The Commissioner 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, the Commissioner may complete the contractual requirements in any manner it deems advisable, and DMV may avail itself of all remedies provided by law.

1. **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.

2. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** The Commissioner 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, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

a. **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 the Commissioner 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 Summary of Policy and Prohibitions on Procurement Lobbying:

In order to facilitate transparency in the procurement process, and pursuant to NYS Procurement Lobbying Law (State Finance Law §§139-j and 139-k), this solicitation imposes certain restrictions on communications between DMV and an Offerer/Bidder made during the procurement process. An Offerer/Bidder is restricted to communicating with designated DMV

staff ("designated contacts"), during the portion of the procurement process known as the "restricted period". The restricted period runs from DMV's earliest notice of its intent to solicit offers, through award of the Procurement Contract by DMV, and where applicable, the final approval of the Contract by the NYS Office of State Comptroller. Certain statutory exceptions are provided for in State Finance Law §139-j(3)(a).

The Designated Contacts for this solicitation are identified in Section 1.5 hereof.

When contacted during the restricted period, DMV staff members are required to document information, about the communication. .

DMV must also make a determination of the "responsibility" of the Offerer/Bidder. Certain findings of non-responsibility can result in rejection of the Offerer/Bidder for contract award. In the event of two findings of non-responsibility made within a 4-year period, the Offerer/Bidder may be debarred from obtaining governmental Procurement Contracts.

Further information about the NYS Procurement Lobbying Law can be obtained from the Office of General Services Website, at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

DMV's Policy and Procedures concerning compliance with NYS Procurement Lobbying Law is attached hereto as Appendix-C-1. Bidders must complete and submit Appendix-C-2 with their bid.

3.10 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 different addresses as the parties may from time-to-time designate:

State of New York Department of Motor Vehicles

Name: Maureen Younkin

Title: Director, Procurement Services

Address: 6 Empire State Plaza, Room 528B, Albany, NY 12228

Telephone Number: (518) 402-2441

Facsimile Number: (518) 486-4541

E-Mail Address: MRoma@dmv.state.ny.us

Global Employment Services, Inc.

Name: Michaeli Coluccio
Title: CEO
Address: 45 Ashgrove Lane, Selkirk, NY 12158
Telephone Number: 518-465-5514
Facsimile Number: 518-465-5514
E-Mail Address: mcoluccio1@nycap.rr.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 to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

3.11 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.

3.12 Iran Divestment Act:

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DMV may approve a request for Assignment of Contract

During the term of the Contract, should DMV receive information that a person is in violation of the above-referenced certification, DMV will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DMV shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

DMV reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

3.13 Policy Statement on Minority and Women-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-E 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".

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.

3.14 Jurisdiction:

All controversies concerning this Contract must be resolved by a court of competent jurisdiction in New York State.

IN WITNESS WHEREOF, the undersigned have executed this Amendment by their duly authorized representatives.

Signatures on the Following Page

Signature Page

| | |
|--|---|
| <p>GLOBAL EMPLOYMENT SERVICES, INC.</p> <p>By, <u><i>Michael Coluccio</i></u> (Please Sign Here)</p> <p><u>Michael Coluccio</u> (Please Print Name)</p> <p><u>CEO</u> (Title)</p> <p>Date: <u>8 / 19 / 2013</u> (mm/dd/yyyy)</p> | <p>NYS DEPARTMENT OF MOTOR VEHICLES</p> <p>By, <u><i>Maureen Younkin</i></u> (Please Sign Here)</p> <p><u>Maureen Younkin</u> (Please Print Name)</p> <p><u>Contract Administrator</u> (Title) NYS Department of Motor Vehicles</p> <p>Date: <u>08 / 20 / 2013</u> (mm/dd/yyyy)</p> |
| <p>OFFICE OF NYS ATTORNEY GENERAL</p> <p>By, <u><i>Benjamin L. Maggi</i></u> (Please Sign Here)</p> <p><u>AUG 28 2013</u> (Please Print Name)</p> <p><u>BENJAMIN L. MAGGI</u> (Title) ASSISTANT ATTORNEY GENERAL</p> <p>Date: <u> / / </u> (mm/dd/yyyy)</p> | <p>OFFICE OF NYS COMPTROLLER</p> <p>By, <u><i>Daniel J. McClannahan</i></u> (Please Sign Here)</p> <p><u>APPROVED</u> (Please Print Name) DEPT OF AUDIT & CONTROL NOV 18 2013</p> <p><u>Daniel J. McClannahan</u> (Title) FOR THE STATE COMPTROLLER</p> <p>Date: <u> / / </u> (mm/dd/yyyy)</p> |

Notarization of Contractor's Signature:

STATE OF NEW YORK)
) s.s.:
COUNTY OF Albany)

KATHLEEN M BOGARSKI
Notary Public, State of New York
No. 01B06236547
Qualified in Rensselaer County
Commission Expires 2/28/15

On the 9th day of August in the year 2013 before me personally came Michael Coluccio to me known, who, being by me duly sworn, did depose and say that she resides in Albany (county, state); that she is the CEO (e.g., president, officer, director, managing member, attorney in-fact) and duly authorized representative of Global Employment Services, Inc., the business entity (principal) described in and which executed the above instrument; and that s/he signed his/her name thereto on behalf of said business entity (principal), and within the scope of his/her authority to bind said principal to the terms of the foregoing Agreement.

Kathleen M Bogarski
Notary Public

My Commission Expires: 2/28/15

APPENDIX-A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

(v., December, 2012)

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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. 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.

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).

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

APPENDIX-B: TEMPORARY WORKER SERVICE SPECIFICATIONS

The office is located at 207 Genesee Street, Utica, NY 13501

Contractor must strictly comply will all specifications contained herein, or as may be revised by formal amendment of this Contract. The Contractor shall remain primarily responsible for the work of the temporary workers assigned to this project. In the event that an assigned temporary worker is at any time deemed to be unsuitable by DMV, the Contractor will promptly provide an alternate temporary worker to provide the services.

Scope of Work:

Contractor, a qualified temporary employment agency, will provide mail and supply clerks to perform routine clerical and manual services, as temporary workers, in the processing and delivery of incoming and outgoing written communications and packages at DMV's Utica Processing Center located at 207 Genesee Street, Utica, New York.

General Description of Service:

There are seven (7) different work sources for which the temporary workers will receive training by DMV: (1) opening and sorting of DMV Registrations, (2) Licenses, (3) Emissions,(4) Driver Responsibility Assessment Payments (DRAs) , (5) Overnight and Certified mail, (6) Odd-sized mail with return mail, and (7) DMV P.O. Box mail.

1. Contractor shall provide approximately ten (10) temporary workers to perform the following services daily, Monday through Friday, except State holidays. The total number of temporary workers shall be determined by DMV in its sole discretion. Each temporary worker must be able to perform the following services upon completion of training.

Primary Duties:

1. Use a mail extracting machine to open pre-sorted, incoming mail;
2. Sort/Batch the opened mail into appropriate categories for processing;

Secondary Duties:

3. Pre-sort & distribute incoming mail;
 4. Sort outgoing mail so postage can be computed by weight and class;
 5. Operate postage machine;
 6. Maintain records of incoming mail, outgoing mail, and postage
2. Contractor shall provide personnel, to be trained by DMV staff and work under the supervision of a DMV staff member, to perform the specified services. Contractor shall be responsible for ensuring that temporary workers assigned to DMV at all times observe DMV's standards of conduct.
 3. Contractor shall ensure that temporary workers assigned to DMV are made familiar with, and abide by, DMV's safety rules and other rules of conduct.

Prior to assignment to DMV by Contractor, Contractor shall ensure that all employees have undergone an appropriate background check, in accordance with Appendix-D hereof, and that the results of such background checks have been provided to the DMV for approval.

4. Temporary workers performing services at DMV must wear appropriate clothing or uniforms, as determined by DMV.
5. Contractor must maintain a roster at its place of business which lists the names, addresses, and dates of birth of all temporary workers assigned to work on DMV's premises. Contractor must also maintain records indicating the dates and times that such individuals are providing services on DMV's premises. DMV reserves the right to inspect all such records, at any time, upon reasonable notice.
6. Services will be performed at the Utica Processing Center, Monday through Friday, as either an 8:00 AM until 4:00 PM shift, or and 8:15 AM through 4:15 PM shift, as required by DMV.
7. Punctuality is material to the Contract. Contractor shall accommodate reasonable schedule changes, as may be required by DMV's office management.

Interview:

Prior to assignment to DMV, DMV will conduct personal interviews of candidates at DMV's Utica Processing Center in Utica, New York. The personal interview will be used to verify the candidate's technical expertise, information skills, experience, and inter-personal and communication skills. DMV reserves the right, and sole discretion, to disqualify proposed temporary workers that DMV determines to be unqualified or unsuitable.

Once the candidate has been approved by DMV, he or she will be trained by DMV staff and will work under the supervision of a DMV staff member. DMV reserves the right to terminate the assignment of any temporary worker who fails to perform his/her duties to DMV's satisfaction. In case of termination or resignation, the Contractor must provide a suitable replacement within seventy-two (72) hours from DMV's notice.

APPENDIX-C-1: STATE OF NEW YORK PROCUREMENT LOBBYING POLICY AND PROCEDURES

(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 proposal⁴, (2) submission of written questions⁵, (3) participation in a bidders' conference⁶, (4) complaints⁷, (5) contract negotiations subsequent to notice of a tentative award of contract⁸, (6) review of contract award⁹, 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

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)

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.

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-2, 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

¹¹ 139-j (1), (3); 139-k (1)
¹² 139-j (3)
¹³ 139-j (1), (2); 139-k (1)
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)

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 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

²² Id.

²³ 139-j (9)

²⁴ Id.

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)

CONTRACT NUMBER C000793
AGENCY 23000

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.

**APPENDIX-C-2: AFFIRMATION AND DISCLOSURES CONCERNING STATE FINANCE
LAW §§139-J AND 139-K**

Procurement Description/ID No.: C000793
Name of Bidder: Global Employment Services, Inc.
Address: 45 Ashgrove Lane, Selkirk, NY 12158
Name and Title of Person Submitting this Form: Michael Coluccio

1. Bidder affirms that it has received, reviewed and understands the Policy and Procedure of the Department of Motor Vehicles (DMV), relating to State Finance Law §§139-j and 139-k, and agrees to comply with DMV's procedure relating to Contacts with respect to this procurement.

2. Disclosures:

- Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Bidder within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No Yes

If yes, provide the following details:
Governmental Entity which made the finding:
Date of finding:
Basis of finding:

N/A

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

No Yes

If yes, identify the Governmental Entity, the date of termination or withholding, and related procurement contract:

By: Michael Coluccio Date: 8-9-13

APPENDIX-D: BACKGROUND CHECK REQUIREMENTS

Requirements

As set forth below, Contractor must conduct the following background checks for each candidate it proposes after such candidate has been tentatively selected by DMV and prior to the commencement of the engagement. The Contractor's cost for performing background checks must be included in the hourly net price provided in its bid. Background checks are required for all temporary workers assigned to this project.

DMV may in its sole discretion permit a replacement candidate to begin work before the completion of his/her background check, upon issuance of a written waiver by the DMV to the Contractor.

If the Candidate's Master File contains educational background verification and social security number verification, then these items may be omitted from the initial background check at the discretion of the DMV. If the Master File contains employment verification from previous engagements with the State, then employment verification is only required to be updated going back to the previous verification included in the Master File.

A. Background Check

1. When a Contractor proposes a candidate, any previously completed background check shall be furnished with such candidate's resume at the time of proposal. If the DMV tentatively selects such candidate, and the prior background check was completed more than six months before the DMV's tentative selection, then the Contractor shall perform an updated background check and provide the results thereof to the DMV. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the DMV.
2. The Contractor is responsible for completing background checks on each candidate prior to such candidate beginning work. The completion of a background check of a given candidate shall not provide a given candidate with clearance to secured areas. Contractor is required to maintain records of background checks for the Contract term, and to make such records available to the State when requested.
3. At a minimum, the background check must include the following steps:
 1. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. Alternatively, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past five (5) years;

2. DMV will advise Contractor if the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, and in such case Contractor must determine if the Candidate is listed on the NYS Sex Offender Registry.
3. Verification of previous employment for the past five (5) years;
4. Verification of educational background;
5. Verification of social security number and U.S. citizenship or legal resident status;
6. Any other check required by DMV, as it deems necessary.

After completion of the background check, the Contractor shall provide the results to the DMV. The DMV will review the information and make a determination about the suitability of the Candidate for the position in accordance with the relevant statutory and contractual provisions.

B. Employee Removal

If a Contractor becomes aware that any Employee it has provided to work for the DMV becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the DMV and jointly decide if it is necessary to remove that Employee from the site. If an Employee is removed, the Contractor will propose a qualified substitute Candidate. The DMV may waive the removal of an Employee by providing a written waiver to the Contractor. Should the DMV find an Employee to be an unacceptable risk to the State, the DMV will notify the Contractor and may request that the Contractor provide a replacement Candidate.

APPENDIX-E: 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)

1. 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.

2. Business Participation Opportunities for MWBEs:

DMV hereby establishes an overall goal of 22% for MWBE participation, 11% for *Minority-Owned Business Enterprises* (MBE) participation, and 11% 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.

1. 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.

2. 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 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.

3. 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).

1. 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.
1. **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.
2. **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.
3. **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, Michael Coluccio, the (awardee contractor) Global Employment Services agree to adopt the following policies with respect to the project being developed or services rendered at Utica, NY.

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 Rights 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 9th day of August, 2013

By Michael Coluccio

CONTRACT NUMBER C000793
AGENCY 23000

Print: Michael Colucci Title: CEO

Michael Colucci 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

10 % Minority and Women's Business Enterprise Participation

11 % Minority Business Enterprise Participation

11 % Women's Business Enterprise Participation

EEO Contract Goals

25 % Minority Labor Force Participation

50 % Female Labor Force Participation

Miss Colucci
(Authorized Representative)

Title: CEO

Date: 8-9-13

AMENDMENT #1 TO CONTRACT C000793
Between
NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES
And
GLOBAL EMPLOYMENT SERVICES, INC.

For
THE PROVISION TO DMV OF APPROXIMATELY TEN (10) MAIL AND SUPPLY CLERKS
To
PERFORM ROUTINE CLERICAL AND MANUAL SERVICES IN THE PROCESSING AND
DELIVERY OF INCOMING AND OUTGOING WRITTEN COMMUNICATIONS AND PACKAGES

In the event of any conflict between the terms of this Amendment and those contained in Contract C000793 or any previously issued amendments thereto, the terms of this Amendment shall be controlling.

This Amendment is made this *30th* day of *October*, 2013, between the New York State Department of Motor Vehicles, 6 Empire State Plaza, Procurement Services, Room 528B Albany, New York 12228 (hereinafter referred to as the "Department" or "DMV") and Global Employment Services, Inc., 45 Ashgrove Lane, Selkirk, NY 12158, (hereinafter referred to as the "Contractor"). DMV and Contractor are collectively referred to herein as the "Parties". This Amendment shall become effective upon execution by the Office of the State Comptroller ("OSC").

The Parties agree to amend Contract No. C000793, as follows:

1. Section 1.1 of the original agreement, entitled "Term", shall be deleted in its entirety and replaced with the following:

1.1 Term:

The term of this Agreement shall commence upon final approval and execution by the Office of the New York State Comptroller (OSC) and shall extend for a period of one (1) year thereafter. DMV retains the option to extend the term of this Contract for four (4) additional one-year terms, subject to final approval and execution by the NYS Office of the Attorney General (AG) and OSC.

2. Section 3.3 of the original agreement, entitled, "Renewal", shall be deleted in its entirety.

Signatures on Following Page

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

| | |
|---|--|
| GLOBAL EMPLOYMENT SERVICES, INC. | NYS DEPARTMENT OF MOTOR VEHICLES |
| By, <u><i>Michael Coluccio</i></u> (Please Sign Here) | By, <u><i>Maureen Younkin</i></u> (Please Sign Here) |
| <u>Michael Coluccio</u> (Please Print Name) | <u>Maureen Younkin</u> (Please Print Name) |
| <u>CEO</u> (Title) | <u>Contract Administrator</u> <u>NYS Dept. of Motor Vehicles</u> (Title) |
| Date: <u>10 / 30 / 2013</u> (mm/dd/yyyy) | Date: <u>10 / 31 / 13</u> (mm/dd/yyyy) |

Notarization of Contractor's Signature:

STATE OF NEW YORK)
COUNTY OF Albany) s.s.:

On the 30th day of October in the year 2013 before me personally came Michael Coluccio to me known, who, being by me duly sworn, did depose and say that s/he resides in Albany County, New York (county, state); that s/he is the CEO (e.g., president, officer, director, managing member, attorney in-fact) and duly authorized representative of Global Employment Services, Inc., the business entity (principal) described in and which executed the above instrument; and that s/he signed his/her name thereto on behalf of said business entity (principal), and within the scope of his/her authority to bind said principal to the terms of the foregoing Agreement.

Kathleen M Bogarski
Notary Public

My Commission Expires: 2/28/15

KATHLEEN M BOGARSKI
Notary Public, State of New York
No. 01806236547
Qualified in Rensselaer County
Commission Expires 2/28/15

APPROVED
DEPT OF AUDIT & CONTROL
NOV 18 2013
Daniel J. McLennan
FOR THE STATE COMPTROLLER