

STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0046-02-13-021	2. DGS Solicitation Number 2012-0200-0879	3. Financial Coding 02178015	4. Agency Assigned Encumbrance Number
5. Vendor Number 02-0655648	6. Project/Case Number 2012DMVSPT2	7. Alaska Business License Number 741667	

This contract is between the State of Alaska,

8. Department of Administration	Division of Motor Vehicles	hereafter the State, and
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9. Contractor Alaska IT Group (AITG)	hereafter the Contractor.
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Mailing Address 226 Seward Street, Suite 210	City Juneau	State AK	ZIP+4 99801
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

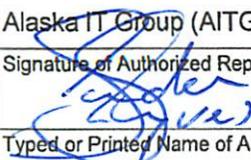
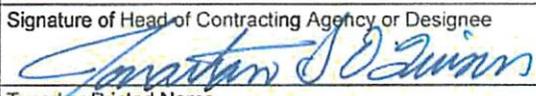
ARTICLE 3. Period of Performance: The period of performance for this contract begins 10/08/2012 and ends 06/30/2012.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the **Total Cost** shown on TOPS Cost Proposal #**0046-02-13-01**. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPS Request #**0046-02-13**.

4.2 When billing the State, the contractor shall refer to the TOPS Contract Number and send the billing to the contact listed under **Requesting Agency Information** on TOPS Request #**0046-02-13**.

11. **CERTIFICATION:** I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

12. CONTRACTOR		13. CONTRACTING AGENCY	
Alaska IT Group (AITG)		Department/Division Administration / Motor Vehicles	
Signature of Authorized Representative 	Date 10-8-12	Signature of Head of Contracting Agency or Designee 	Date 10/05/12
Typed or Printed Name of Authorized Representative		Typed or Printed Name Jonathan O'Quinn	
Title		Title Data Processing Manager	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in a signing this contract.

Article 2. Inspection and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Additional Terms and Conditions

Article 15. Limitation of Liability.

Excluding liability for personal injury, property damage and patent or trademark infringement of any claim applicable under Appendix B, Article 1, contractor's liability arising out of this contract and the state's sole and exclusive remedy for any damages arising out of the state's use of the product or services, shall be limited to the state's direct damages, (not including loss of, or damage to, information or data from any cause; or any indirect, incidental, special, punitive, or consequential damages) but in no event, shall exceed the greater of \$100,000 or the total amount paid to the contractor on the task order from which the liability directly arose. Contractor will not be liable for delays or failure in performance due to causes beyond its control or for damages caused by the state's failure to perform its responsibility.

Article 16. Special Task Order Terms and Conditions.

The parties understand and acknowledge that there may be a need to address unique or unanticipated circumstances arising in connection with a particular task order that are within the scope of this contract, but not specifically addressed under this contract. Nothing in this contract shall be construed to preclude the contractor or state from proposing reasonable additional terms and conditions for a task order, consistent with this contract, to resolve any such issues. The parties further agree to negotiate expeditiously and in good faith to achieve resolution of these matters.

Article 17. Ownership of Intellectual Property.

In no case shall the state, its departments, subsidiaries or assigns at any time hold any rights to title or ownership of any preexisting intellectual property and copyrighted materials; licensed software or licensed applications, tools documentation, technical expertise or know-how provided by contractor under this contract. All use of said licensed products shall be governed by the terms and conditions of the software license agreement in place between the parties. Contractor shall have the right to use its products, tools, know-how on other efforts without the prior approval of the department. Contractor shall obtain the approval of the department prior to using materials covered by Article 10 outside of this agreement.

Article 18. Warranties and Disclaimer.

The contractor warrants that the services will meet the contracting agency's requirements set out in the specifications. The contractor does not warrant that the system will meet the contracting agency's requirements not expressed in the specifications. Requirements not reasonably inferred from the specifications are specifically disclaimed by the contractor.

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**APPENDIX C
SCOPE OF WORK**

This contract incorporates the following documents by reference:

- **TOPS Request #00-46-02-13;**
- **TOPS Response / Cost Proposal #0046-02-13-01**

In case of conflict, the following order of precedence shall govern:

1. This contract document;
2. TOPS Request #0046-02-13;
3. TOPS Response / Cost Proposal #0046-02-13-01.

Any scope clarifications and/or negotiations that would not have the effect of changing the ranking of responses may be included below (or on additional pages, if necessary):

Jonathan,

Agreed. Per your request, here is the updated breakdown:

	Rate	Effort (hr)	Subtotal
Juan Arriaga (Cat 9)	\$94.00	440	\$41,360.00
Juan Arriaga (Cat 8)	\$142.00	20	\$2,840.00
Katrina White (Cat 8)	\$142.00	20	\$2,840.00
Pete Hjellen (Cat 8)	\$142.00	20	\$2,840.00
Total		500	\$49,880.00
Average Rate	\$99.76		

For the record, the 2011 Cat 8 rate of \$142.26 was charged on task order 02-1611. Task orders 02-1541, 02-1533, and prior had the 2010 Cat 8 rates of \$138.50. We did not increase the rates with TO 02-0004-12-021.

Best Regards,
Sander

From: Jonathan O'Quinn <jonathan.oquinn@alaska.gov>

Date: Mon, 1 Oct 2012 19:04:53 -0800

To: Sander Schijvens <sander@wostmann.com>

Cc: "Randall B. Davis" <randall@Wostmann.com>, FrontOffice <FrontOffice@Wostmann.com>

Subject: RE: Task Order #0046-02-13 DMV Support Rates

Good evening,

Confirmation of receipt. This roughly meets my expectations, although I recall relaying that I prefer whole dollar amounts. Also, the mainframe rate before the task order system changed was \$139, not \$142. However, you can have that small increase, but get rid of the twenty six cents. It just makes the math more irritating. So \$94 for PC work and \$142 for mainframe. If you would please send me the new math and I'll edit the cost proposal and send it back to you with the agreement form for counter signature.

Best regards,

Jonathan O'Quinn, Data Processing Manager
State of Alaska
Division of Motor Vehicles
(907) 269-6723

From: Sander Schijvens [<mailto:Sander@Wostmann.com>]
Sent: Monday, October 01, 2012 6:47 PM
To: O'Quinn, Jonathan S (DOA)
Cc: Randall B. Davis; FrontOffice
Subject: Task Order #0046-02-13 DMV Support Rates

Jonathan,

Upon review of the TOPS task order for DMV support we ended up using the same rates as proposed under the original task order 02-1682 (attached). Please note that the approved TOPS shows an average hourly of \$98, but the total amount was calculated (and submitted) based on \$98.92 (49,460/500). I recall the initial cost proposal form dropped the rate off behind the digits.

We agreed today not to apply the 2011 Anchorage CPI of 3.8% and not to rebalance the rates as proposed. We did agree to increase the Cat 9 rate to \$94.00 and leave the Cat 8 rate at \$142.26 for the following breakdown:

	Rate	Effort (hr)	Subtotal
Juan Arriaga	\$ 94.00	440	\$ 41,360.00
Juan Arriaga	\$ 142.26	20	\$ 2,845.20
Katrina White	\$ 142.26	20	\$ 2,845.20
Pete Hjellen	\$ 142.26	20	\$ 2,845.20
Total		500	\$ 49,895.80
Avg Rate	\$ 99.7912		
Rounded	\$ 99.79		

Please let me know if this meets your expectations.

Best Regards,
Sander

Sander Schijvens
President/CEO
WOSTMANN AND ASSOCIATES
Delivering results through Information Technology
sander@wostmann.com
(907) 723-0991

From: Sander Schijvens [mailto:Sander@Wostmann.com]
Sent: Thursday, September 27, 2012 7:49 PM
To: O'Quinn, Jonathan S (DOA)
Cc: Randall B. Davis
Subject: Re: Task Order #0046-02-13 DMV Support

Good day Jonathan,

With the rate structure from the prior task order system no longer in place, we defaulted back to our commercial rate structure. In order to recognize the lower rate for enterprise system development and integration work that we offered in our prior contract, we decided to offer our "Analyst Programmer" rate (instead of our senior rate) for this type of work on existing engagements.

Analyst Programmer (Juan) \$100/hr
Mainframe Developer (Juan, Katrina, Pete) \$130/hr

Please let me know if you have any questions or concerns. We welcome the opportunity to discuss the new task order in more detail and agree on any clarification prior to signing the awarded task order. I propose to include Juan in the discussion since he will be performing the majority of the work. Particularly, the use of USB and general approach to managing the work assignments as it may apply to this task order.

Best Regards,
Sander

From: Jonathan O'Quinn <jonathan.oquinn@alaska.gov>
Date: Thu, 27 Sep 2012 15:22:15 -0800
To: Sander Schijvens <sander@wostmann.com>
Subject: RE: Task Order #0046-02-13 DMV Support

Good afternoon Sander,

If you would please send me the math for you blended rate calculation.

Best regards,

Jonathan O'Quinn, Data Processing Manager
State of Alaska
Division of Motor Vehicles
(907) 269-6723

VENDOR INFORMATION

Vendor Name: Alaska IT Group

<input checked="" type="checkbox"/>	By checking this box, I, Sander Schijvens for Alaska IT Group, represent that I am authorized to and do bind the vendor to this response. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for contract termination and removal from the vendor pool.
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GENERAL INSTRUCTIONS

Vendors must use the template set out herein for submission of their response to a TOPS Request Form, including 10-point Arial font. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will result in the rejection of your response.

Other than as requested on this page, your response must be “cleansed” of any identifying names or information. **Do not list any names/information in Project Approach, Risk Assessment, or Experience/Qualifications that can be used to identify your firm. The inclusion of identifying information may result in your response being rejected.**

PROJECT APPROACH

Provide a concise and detailed summary of your approach to delivering the services described in the TOPS Request Form. The summary must demonstrate your understanding of how to successfully complete the work in a way that meets the state’s needs.

Project Approach cannot exceed one page.

RISK ASSESSMENT

Itemize potential **controllable** and **non-controllable** risks associated with providing the services described in the TOPS Request Form and concisely describe how you will mitigate each risk.

Risks cannot exceed one page. You may add/delete additional rows to identify additional risks and solutions, but do not exceed the page limit. Do not include any cost or marketing information.

EXPERIENCE/QUALIFICATIONS

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS. Do not include names or information that can be used to identify your firm or the proposed resource(s).

Experience/Qualifications cannot exceed two pages.

PROJECT APPROACH

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

The Division of Motor Vehicles (DMV) is an information intensive division and highly visible to the public because of the licensing requirements of drivers and vehicles. Therefore, the automated systems that serve the Division are of critical importance. It is not unusual for federal or state regulation changes and/or requests from the public to impact DMV's information gathering and reporting requirements. DMV requires a structured methodology for documenting, assigning and following works requests. For this Task Order the Division plans to use the State of Alaska's (SOA's) USD system to document and assign work requests.

A solid set of methodologies underlie our approach to this project. These methodologies incorporate industry best practices for managing, modeling and constructing information systems. At the beginning of this Task Order, we propose a project kickoff meeting with DMV to fully understand the upcoming work assignments, work flow requirements, and communication and reporting requirements including the use of and acceptance of emails to document detailed requirements of each work request.

We anticipate 2 types of work requests under this Task Order; 1) support of the legacy system (ALVIN) and 2) changes and enhancements to the enterprise systems environment. Changes to the legacy environment are expected to be limited to necessary changes since the focus of DMV is to move to the enterprise systems environment. Therefore, we are proposing 3 individuals to perform the work associated with this Task Order with most of the work to be performed by the individual that is focusing on the enterprise systems environment.

Once a work request of either type is assigned, we will perform an initial assessment of existing environment, the clients stated needs and the current technologies and standards for performing the work. If additional information is needed, we will communicate with the client to better understand the request. We will employ practices that ensure a well-tested, reliable application built on clean, maintainable code so than any programmer can easily interpret the code base; including formatting and variable names created with meaningful constructs. We will use code versioning systems and continuous integration. For legacy support, it is anticipated that requirements will be gathered and communicated by the DMV technical lead. If questions or clarification is needed once an assignment has been made, we will communicate with the DMV technical lead either in writing through email or USD documentation or verbally and then documented after consensus is reached. DMV will retain close control of interpreting user requirements, setting priorities and managing changes. Once changes are made, tested and documented by our staff in the mainframe test environments, the USD ticket will be assigned to the DMV technical staff for final user testing and acceptance before the change is implemented in the production environment by DMV staff.

For enterprise systems support and enhancements, we anticipate work requests will be made by the State Task Order Manager. Our methodology for changes in this environment emphasizes an n-tier approach, organizing the structure of the system into presentation, business logic, and data layers. The key elements of the layers are designed by modeling the business process, which creates a blueprint of the system by defining system inputs and outputs, functionality, data needs, consumed resources, and events that drive the process. The system is developed using object-oriented design and basic coding standards, which include an easy-to-read layout, practical comments and self-documenting code.

We understand that emergency work requests may occur and guarantee a response time of 16 business hours from the time that a request is made.

Written status reports will be delivered weekly, specifying time spent, budget remaining, and detailed time sheets. On a monthly basis we will provide a summary of work requests that includes new, open, and closed work requests and a summary of the weekly reports. We will schedule a monthly status meeting to review all work requests and to prioritize requests for the upcoming month. Monthly invoices will be based on acceptance of the monthly status reports.

RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

Risk: Turnover of DMV technical legacy staff

Why a risk: The staff at DMV have extensive experience on their systems and the associated regulations that govern requirements of the IT systems. Some of these requirements are not fully documented. If experience staff is not available, it could lengthen the time required to perform maintenance tasks.

Mitigation efforts: We will document all work requests and changes made as a result of the work requests and the need that the change fulfills. We will document dependencies on other systems to the extent feasible.

Risk: USD not consistently used

Why a risk: USD offers a consistent and accessible place to document work requests and changes as a result of those requests. Emails, on the other hand, are generally available only to the sender and receiver(s) of the emails. If changes are requested that are not known to by all programmers/programmers, there is no way for other programmers/programmers to research and/or troubleshoot problems as a result of the change.

Mitigation efforts: We will enter all work requests and resulting changes into a USD, even if received by email.

Risk: Contractor programmers on leave during the time an Emergency Work Request is issued

Why a risk: Since emergency work order requests require 16 business hour response time, it is possible that a contractor developer could be on leave when the request is issued.

Mitigation efforts: We will clearly communicated leave of all individuals assigned to this Task Order and develop a Call Out list so that emergency work orders are not issued to a contract developer that is on leave. If needed our contractors will respond during their leave. Where possible or if needed we will engage other staff to backfill during leave or address an issue if the lead programmer cannot be contacted.

Risk: Regulatory changes require drastic changes to the legacy systems requiring more mainframe support than currently envisioned

Why a risk: Legacy support requires a different skill set than the enterprise system support which is anticipated to be 90% of the work.

Mitigation efforts: Our entire team has the necessary skills to provide legacy support. In addition, and given due notice, we can reschedule our team allocation. Change in allocation will require contract negotiation as it is considered a change in scope.

Risk: Unknown impacts of changes to Legacy system

Why a risk: The Legacy system is over 29 years old with several million lines of code and its complexity requires the collaborative effort of several programmers. When a change is made to the existing code, it is not unusual for that change to impact other aspects of the legacy system.

Mitigation efforts: We will test all code changes, record the changes in a USD, and encourage complete testing by Agency programmers and users before the code is moved into the production environment.

Risk: Changes to mainframe software

Why a risk: The AK DMV has no direct control over the NATURAL/ADABAS mainframe environment. Changes made to the mainframe operating environment can impact operation of the legacy systems without being obvious to DMV programmers. When this occurs, it is sometimes necessary to research the reasons for the impact to the legacy system as a result of the implementation changes. This may result in re-prioritization for work request of this task order.

Mitigation efforts: Flexibility is key to this Task Order. When a work request is made to fix a bug in the legacy system, programmers will assess the need for the change, including changes in the mainframe operating environment.

EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

Our firm has provided maintenance and enhancement support for Alaska's Division of Motor Vehicles for over 7 years. This support includes both legacy mainframe support for ALVIN and new distributed systems development. Our team has experience with all of the technologies listed under Special Expertise of the Task Order.

Our lead category 9 programmer for this project is a knowledgeable project manager and software consulting with 18 years of experience delivering mission critical application in the government, financial, and manufacturing fields. He is a multi-specialist, allowing him to lead software services that fulfill today's State of Alaska demands for integration, interoperability, and organization. He is a great team player and has proven his ability to manage projects and provide customer mentoring and training. He has a strong background in the management of the software process and has over seven years experience in project and team management roles and/or independent responsibility for delivery of technical projects.

Since 2005, he has provided support to AK DMV on the modernization, maintenance and enhancements of several applications/projects and has experience with all of the technologies listed in the Task Order:

- DMV's Online Services (DOS): This solution has established a modern user interface (UI) design and flexible service oriented architecture (SOA) that currently supports vehicle registration renewals, personalize plate orders, and address changes [ASP.NET MVC3, C#, jQuery, WCF 3.5+, Enterprise Library 5.0, webMethods EntireX 8.1.2, SQL Server 2008, Natural/ADABAS].
- Electronic Disposition (eDispo), a web service that processes court dispositions submitted by the Department of Public Safety (DPS) on behalf of DMV [C#, WCF 3.5+, webMethods EntireX 8.1.2, Natural/ADABAS].
- Backend Credit Card Application (BECCA), a service implantation in DOS's SOA architecture that support credit card payment for applicable online services [C#, WCF 3.5+, InternetSecure's Merchant Direct API].
- Maintenance and enhancements to DMV's Skill Test Appointment & Reporting Application (STAR) [ASP.NET, C#,SQL Server 2005/2008].
- Maintenance and enhancements to Renew by Mail web function, which backend services have already been integrated to DOS's SOA [C3, ASP.NET AJAX, WCF 3.5+, webMethods EntireX 8.1.2, Natural/ADABAS].
- Surrendered License Application, which retrieves and displays driver license's images from other states based on DMV's Digital Image Exchange (DIE) server [C#, WPF, WSE 3.0, SQL Server 2005].
- Image Document Retrieval System (IDRS): This application is used for the storage and on demand retrieval of numerous digital driving license documents [C#, WinForms, Tamino XML Server].
- DMVPrint application, which is used for the printing of DMV forms (most of them filled out with data extracted from DMV's 3270 emulator) [C#, WinForms, Barcodes (code 39, 128B, PDF417)].
- Web Services of Digital Driver License (DDL) System. The DDL application is used for the creation of drivers' licenses as well as for the storage and retrieval of drivers' digital pictures and associated metadata (c#, ASMX web services, EntireX).
- ALVIN compliance to Motor Carrier Safety Improvement Act [COBOL, Natural/ADABAS].
- Help America Vote Verification System (HAVV). This system is hosted at DMV for the use of the Department of Elections to verify the identity if Alaskan voters [C#, ASP.NET,].
- ALVIN Vehicle Purge functionality [Natural/ADABAS, TSO].
- Implementation and testing of Federal Unified Network (UNI) functionality [Natural/ADABAS].

The two additional category 8 programmers proposed for this Task Order also have extensive experience with the legacy technologies listed in the Task Order, including specific experience with the AK DMV as follows.

This legacy programmer is an established IT Professional with extensive experience in Information Technology Management and business systems. Specific areas of expertise include: Strategic Planning, Systems Analysis and Design, Business Analysis, Needs Assessments, Team Leadership, Project Management, Application Design and Development and Quality Assurance. Work at the AK DMV includes analyze, define and repair existing Licensing systems issues. Provide assistance and support for production issues. Review AAMVA compliance issues and implement appropriate source code solutions in COBOL, CICS and Natural. Perform analysis, program and implement mainframe side of Digital Imaging of Driver Licenses and Medical Certificate application. Perform enhancements and corrections to mainframe system applications. Perform Project Management functions for task orders and document processes and flows in the system. Build and execute test case scenarios. Perform unit and system testing. Perform financial management in respect to project tracking, etc. Analyze Headquarters Menu application in preparation for web-enablement.

EXPERIENCE/QUALIFICATIONS (CONT.)

In addition to the work at AK DMV, work experience associated with the technologies included in the Task Order includes review and analyze the features and functions currently performed in the existing PASS I (Parents Achieving Self Sufficiency I) mainframe application and create a design for migrating the existing functionality in the ICCIS (Integrated Child Care Information System) web-based application. Worked on a team to create the General Design Document and Detailed Design Document to define the scope of changes required. Reviewed existing system functionality, user manuals and interviewed team members to obtain relevant information. Performed analysis of the existing mainframe programs in an ADABAS/Natural environment and follow on programming support, analysis, coding, unit and system testing, quality assurance, documentation and implementation in support Pass I migration to ICCIS system. Work also includes serving as team lead for on to five skilled programmers to design, develop and implement a new financial processing system to meet the new Federal Requirements for payment processing. Participate in the strategic planning direction for implementation of a new system which converts a COBOL based "black box" system to ADABAS/NATURAL. Analyze and interpret Federal Regulations. Perform Business Process Review of Financial Management functions for Bank Reconciliation and establishment of offsets. Develop business requirements, functional requirement, system specification, detail design specifications, file design, data flow diagrams, system test plans and user documentation. Design, program, develop, implement and support accounting function such as Disbursement, Financial Hold, Receipting, Bank Reconciliation, Accounting Offsets, Morning Mail Scheduling System, System Case Diary, Case Management and Member Processing subsystems.

Provide supervision and quality assurance work for other team members. Perform unit testing, system testing, creation of test case scenarios, requirements traceability matrix, user training, user testing and documentation.

The third programmer proposed for this Task Order is experience with the State of Alaska Data processing environments, including mainframe, Wide Area Networks, and PCs. He is experienced in multiple programming languages, and has substantial experience in management of data processing sections, including budgeting, project planning, programming, procurement, and hiring. Since 2000, this programmer has worked on a number of Task Orders for the Division of Motor Vehicles (DMV). Over the last several years, his primary emphasis has been enhancing DMV's ALVIN system and providing mentoring/support to management and IT staff including implementing an Organ Donor Status and financial donations through DMV to the Alaska Donor Registry; Interfacing/enhancing the DEC Emission Inspection process with ALVIN; developing a new Boat Registration system, documentation; and a re-write of their Non-sufficient funds process.

EVALUATOR NON-CONFLICT OF INTEREST STATEMENT

By checking this box, I certify that neither I, _____, nor any member of my immediate family has a material personal or financial relationship with this vendor or to a direct competitor of this vendor. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating this response solely on its merits and in accordance with the evaluation criteria.

Furthermore, I agree to notify the Task Order Manager if my personal or financial relationship with this vendor is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

EVALUATOR NOTES

To be completed by requesting agency evaluator(s).

Comments **MUST** be recorded for any section receiving a Best Value score of 10 or 0. Comments must be concise and objective and refer to or quote the portion of the response that led to the score.

PROJECT APPROACH

RISK ASSESSMENT

EXPERIENCE/QUALIFICATIONS

COST PROPOSAL

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **BOTH HOURLY RATE AND EST # OF HOURS MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after TO contract award, it shall be performed at the hourly rate quoted below. All proposed individual resources and subcontractors are subject to the approval of the TO Manager. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

To ensure the optimum use of public funds, the state will review cost reasonableness in the following manner:

1. If any response has a cost proposal that is 50% or greater above or below the average cost of all responses, the state reserves the right to not consider that response. (Ex: Given an average cost of \$10,000, responses with cost proposals \$15,000 and higher or \$5,000 and lower may be rejected.)
2. BEST VALUE: If the highest ranked vendor's cost proposal is 10% or more greater than the second highest ranked vendor's cost proposal, the state reserves the right to make award to the second highest ranked vendor.
3. LOW PRICE: Past Performance Information (PPI) shall be applied to your Total Cost as a percentage reduction equivalent to your current PPI score for evaluation purposes. (Ex: If your current PPI score is 5, your Total Cost will be reduced by 5% when comparing to other costs.)

COST

Hourly Rate		Est. # Hours		Total Cost
\$ 99.76	x	500	=	\$49,880.00

ETS Fee (\$300 + .5% of Total Cost)	\$ 549.40
Total TO Cost	\$50,429.40

PROPOSED INDIVIDUAL RESOURCES

Juan Arriaga	Lead Developer	90%
Pete Hjellen	Mainframe Support	5%
Katrina White	Mainframe Support	5%

PROPOSED SUB-CONTRACTORS

Name	Description of Work	% of Overall Work
Juan Arriaga	Lead Developer	90%
Pete Hjellen	Mainframe Support	5%