

AMENDMENT #3
CONTRACT #00000000000000000000032332

This is an Amendment to the Contract (the "**Contract**") entered into by and between the **Indiana Bureau of Motor Vehicles (BMV)** (the "**State**") and **Moser Consulting, Inc.** (the "**Contractor**") approved by the last State signatory on March 4, 2019.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of **One and a half years (1.5)**. It shall terminate on **September 03, 2022**.
2. The consideration during this extension period is **\$1,565,169.00**. Total remuneration under the Contract is not to exceed **\$4,149,569.00**.
3. **Section 2. Consideration.** An updated Scope of Work for the extension period can be found in **Attachment A2**, which is attached hereto and incorporated herein, and replaces **Attachment A1** in its entirety.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

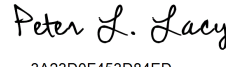
Moser Consulting, Inc.

By: 
1681F28C40B6420...

Title: President / CEO

Date: 3/1/2021 | 07:01 PST

Indiana Bureau of Motor Vehicles

By: 
3A23D0F453D84ED...

Title: Commissioner

Date: 3/2/2021 | 12:16 EST

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Attachment A2

Scope of Work

1. Overview

Moser Consulting, Incorporated's Data Management Services teams will provide extensive knowledge in Microsoft SQL Server, including monitoring, replication, tuning, upgrading, migrating, auditing, reporting, cloud, and high availability solutions. The Data Management services, which are optimized for on premise, private cloud, and public cloud environments, will ensure the speed, security, and road map of the Vendor's systems and data. Moser Consulting, Incorporated is responsible for providing the BMV with professional and satisfactory completion of the stated work, timely and affective selection of an appropriately skilled resources to meet the requirements and defined scope of work, and to find suitable replacements for any of the technical personnel in cases of prolonged illness or extenuating circumstances. If the personnel is expected to be unavailable to work for 30 days or longer, a suitable replacement will be on-boarded until the resource is back from leave.

The Moser Consulting, Incorporated Data Management as a Service solution comprises several key functional areas;

- Database Management and Administration
- Database Support and Monitoring
- Database Consulting
- Data Warehouse Reporting
- Data Warehouse Process development and design

2. Services/Solution

a. Database Management and Administration

Moser Consulting, Incorporated will provide expert Data Management services for SQL Server database environments with an expected level of service, support, and affordability defined in the Contract. By combining strong tools and processes, Moser Consulting, Incorporated will create cost containment and superior access to our Data Management experts in the delivery of our database management services. Moser Consulting, Incorporated will keep current with industry best practices and the latest techniques and technologies through training programs.

Oversight of the database installation, security and ongoing operations will be reviewed and directed by data engineers. This is to ensure the highest quality resources for the environment.

i. Services Included:

- a. Schedule and conduct regular reviews of SQL Logs for Errors and SQL Activity for Deadlocks
- b. Continual System Settings Optimization
- c. Performance Management
- d. Proactive Health Checks

- e. Continuous Operational Improvements
 - f. Ongoing Change Requests for Design and Implementations
 - g. SQL Configuration Management
 - h. Performance Tuning, High Availability Testing
 - i. Implementation SQL Security Best Practices
 - j. Administration of SQL Database and Instances Logins, Passwords, Users and Permissions
 - k. Query and Index Tuning
 - l. Manage Log File Growth
 - m. ETL Process Design
 - n. Data Warehouse Report Design
- ii. **Management Items Include:**
- a. Moser Consulting, Incorporated will partner with the SOI to review and assess current state and future needs and to use that to develop, document, and present a detailed technology roadmap to the SOI within the first 6 months of the contract term and will update the roadmap and present changes every 6 months thereafter.
 - b. Moser Consulting, Incorporated will ensure that PTO, training and other time off is supplemented and communicated with proper coverage.
 - c. A calendar for on call, weekend and planned time off will be updated routinely and published to the BMV.
 - d. Moser Consulting, Incorporated will work with existing contractors not associated with Moser Consulting, Incorporated to either become full-time Moser Consulting, Incorporated employees, or establish a subcontractor agreement with their existing vendor. This will reduce the BMV's administration efforts by having one invoice for all DBA resources. If a contractor does not choose to transition to a position through Moser Consulting, Incorporated, we will implement a 90 day knowledge transfer process to another qualified resource.
 - e. Onboarding of new resources will be handled through a mentoring process to ensure continuity and consistency of our services. The BMV has final approval on all resources when backfilling positions.

b. Database Support and Monitoring

The Moser Consulting, Incorporated Data Management services will include proactive support and management of the BMV SQL environments that focus on preventative maintenance, coupled with Moser Consulting, Incorporated monitoring and incident response services.

Services Include:

- i. Proactive Support
 - 1. On-Call DBA
 - 2. Business and after-hours support
- ii. Monitoring, problem resolution, and root-cause analysis
- iii. Application Release/Development Support

c. Database Consulting

Moser Consulting, Incorporated's DBA services are designed to give complete peace of mind when it comes to reliability, scalability and efficiency of your business-critical database. From staff augmentation to project consulting, our dedicated teams of elite database administrators will help the BMV plan, implement, and manage its traditional and emerging databases, on premise or in the cloud.

Services include:

- i. Technology selection based on budget and desired outcomes
- ii. Capacity Planning
- iii. Upgrade and migration planning
- iv. Capacity, performance, and security audits
- v. Moser Consulting, Incorporated will conduct capacity, performance, and security audits, generate reports on these items in a format agreed to by the SOI, and present findings and recommendations to the SOI on a quarterly basis during the contract term

3. Service Location

Moser Consulting, Incorporated
6220 Castleway West Drive
Indianapolis, IN 46250

Indiana Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, IN 46204

Moser Consulting, Incorporated's consultant(s) will be engaged at the BMV site unless otherwise directed and approved by the BMV.

4. Roles & Responsibilities

- a. Senior DBA Manager
 - i. Setting objectives and strategies for OLTP and Warehouse Data
 - ii. Data Governance Council Participation
 - iii. Oversight of Master Fee Changes
 - iv. Leadership Team Participation
 - v. Oversight of data team
 - vi. Architecting/Designing Data Models
- b. Database Administrator
 - i. Monitor Performance of Database servers
 - ii. Manage Database Access
 - iii. Maintain Stored Procedure standards and perform code reviews
 - iv. SQL Code deployments
 - v. Non-Prod data refreshes
 - vi. Subset Maintenance
 - vii. Prod Support (vFire Tickets)
 - viii. Code Table Maintenance
 - ix. Monitor batch server jobs
 - x. Monthly archive/partitioning maintenance
 - xi. Monitor and Maintain SQL Agent Jobs

- xii. SQL Support for ADO User Stories
- c. Data Warehousing Administrator
 - i. Resolving BI vFire Tickets
 - ii. BI Support for ADO User Stories
 - iii. Design ETL Processes
 - iv. BI Data Model design and maintenance
 - v. Tableau Dashboard development and maintenance
 - vi. Monitor ETL processes and Cube Builds
 - vii. SSAS Cube development and maintenance
 - viii. SSRS Report development and maintenance
 - ix. SSIS Package development and maintenance
- d. Data Warehousing Programmer
 - i. SSIS Package development and Maintenance
 - ii. SSRS development and maintenance
 - iii. Stored procedure Coding
 - iv. Testing and Validating ETL Process
 - v. Fulfilling Data Requests

5. Performance Management

a. Business Reviews

Measurement and performance of the databases are extremely important in maintaining a healthy database environment. Moser Consulting, Incorporated will work with the BMV to identify, document, and present KPI's and reporting metrics around the database environment to the BMV within the first 6 months of the Contract term. The agreed upon KPI's and reporting metrics will be reviewed every 6 months thereafter to ensure they adapt with the BMV's needs. This will ensure staffing and support roles are defined and delivered.

Moser will engage with the BMV for semi-annual business reviews. Minimum KPIs for the semi-annual reports are to include:

- i. NTE burn
- ii. Trailing 12 month turnover
- iii. Individual performance metrics specified in the contract
- iv. Review of accomplishments of current review period
- v. Planned projects and activities for next review period
- vi. Roadmap Review
- vii. Review any unplanned outages

b. Engagement Protocol

In addition to the professional consultant support defined, Moser Consulting, Incorporated will provide the BMV with an Engagement Manager (EM) to assist in engagement governance and communication. The Moser Consulting, Incorporated EM is responsible for working with BMV IT Management to be the first point of contact for BMV IT Management regarding services requested, completed and/or escalated and communicated under this SOW. There is no charge to the BMV for EM support.

c. Escalation Process & Paths

The Indiana BMV and Moser both agree that timely communication is a key factor in the success of this Contract. When problems or disputes arise, they will be promptly brought to the attention of the applicable parties. It is the intention that most issues will be resolved through the joint effort of the Moser and BMV team members; however, should staff from BMV or Moser be unable to resolve the issue to the satisfaction of the other, issues can and should be escalated in order to work toward a resolution. Staff from the BMV and/or Moser will inform and engage leaders of the appropriate organization in the order defined in the table below:

Escalation Paths		
Issue Type	Moser Stakeholder	BMV Stakeholder
<i>Billing</i>	<i>Director, Service Delivery</i>	<i>Executive Director, Contracts & Procurements</i>
<i>Operational</i>	<i>Moser Site Manager</i>	<i>Director, IT</i>
	<i>Service Delivery Manager</i>	<i>Director, IT</i>
	<i>Director, Service Delivery</i>	<i>CIO</i>
	<i>CEO</i>	<i>Commissioner</i>

d. Reporting

A monthly operational report will be provided the Director, IT with the prior months KPI's and Metrics below. The report will be provided within 5 business days of the end of the reporting month.

- i. NTE Burn
- ii. Planned Time off
- iii. Accomplishments for the prior month
- iv. Planned activities for the next month
- v. Review any unplanned outages

e. Key Personnel

- i. Replacements. The State shall have the right to disapprove any individual proposed by the Contractor for a Contract role. If disapproved, the Contractor may propose a replacement individual within thirty (30) calendar days of the disapproval.
- ii. The BMV has final approval on all resources when backfilling positions. There is no guarantee that departures will be backfilled.

f. Change Management Process

The following process will be followed for any changes made to this Scope of Work:

- i. If either the BMV or Moser requires a change to the scope or execution of the SOW, beyond the projections agreed during quarterly forecasting that exceed the approved contract limit, they shall submit details of the requested change to the other in writing as a Change Request using the

form **Exhibit 1**, which is attached hereto and incorporated herein. Such events could be triggered by, but not limited to:

1. A project is expected to require additional effort
 2. The Moser Project Manager does not have the capacity to fulfill data warehouse management
 3. More than one project running concurrently
 4. Automation support
- ii. Any necessary variations to the service charges or individual rates arising from the Change Request, and if either party submits a Change Request, Moser shall, within a reasonable time, provide a written estimate (via standard change request form) to BMV of:
1. The likely effect of the Change Request on the SOW
 2. The likely time required to implement the Change Request
 3. Any necessary variations to the service charges arising from the Change Request
 4. Any other impact of the Change Request on this SOW
- iii. A Change Request shall become a Change Order when it is signed by the authorized representatives of both parties signifying their approval of the change
- iv. Neither party shall be obliged to agree to a Change Request originating from the other party
- v. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed upon version of the SOW.

7. Pricing & Fee Schedules

Moser Consulting, Incorporated will provide BMV with SQL Server Database Managed Services Agreement over the span of 12 months on work defined in the Solution and Services Summary. Contractors will adhere to the same work schedule required by state employees, including state holidays. Standard support is not to exceed 37.5 hours per week per resource, unless prior BMV approval is obtained via written notice due to an unplanned outage or emergency support is needed. When Sunday releases are scheduled, Contractors are required to flex hours to not exceed the weekly 37.5 hours. Primary and General Election days are exempt from flex hour requirements. As part of this proposal Moser Consulting, Incorporated will provide dedicated SQL Server technical resource(s), whose responsibility will be to work with BMV IT management.

Moser Consulting, Incorporated will provide specialty resources when needed by the project team. The Engagement Manager will work with the team and the BMV to ensure the right resources are available at the right time.

The following is a breakdown of services and costs:

Services to be Provided	Discounted Rate for BMV	Published Moser Rates
Senior DBA Manager	\$125/hour	\$150/hour
Senior BI Manager	\$110/hour	\$150/hour
Tableau Data Visualization Expert	\$125/hour	\$175/hour
Data Warehouse Administrator	\$85/hour	\$120/hour
Database Administrator	\$65/hour	\$120/hour
Data Warehouse Programmer	\$65/hour	\$100/hour

Funding breakdown for the extensions period:

1. X Project FY21- \$346,365.00
 - a. Q4 \$346,365.00
2. X Project FY 22 - \$1,002,848.00
 - a. Q1 \$257,760.00
 - b. Q2 \$241,650.00
 - c. Q3 \$249,705.00
 - d. Q4 \$253,733.00
3. X Project FY23 - \$173,183.00
4. X Project FY22 Overhead - \$42,773.00

Invoicing

The Moser Consulting, Incorporated Data Management as a Services engagement covers a 12-month period. BMV will be invoiced monthly upon execution of the contract. Invoices should be provided within 5 business days of month close.

Invoices shall be billed separately for the following categories of work:

- i. Day to day operations, and;
- ii. Approved projects outside of daily operations (i.e. Galaxy, upgrades, etc.)

Each invoice should include the following supporting metrics with invoice submissions:

- i. Total hours

If there is any change identified that is not covered in this SOW, it will be documented and submitted as a Change Request. All Change Requests associated to the Managed Services agreement will be defined, quoted and submitted for acceptance prior to implementation of the change requested. If both parties agree to rate increase,

If the Contractor wishes to change an individual's rate, a formal contract amendment is required. The BMV will review the current resource assignments and rates against the current SOI IT Managed Service Provider QPA's rate cards as part of the contract renewal. If both parties agree to a rate increase, a formal contract amendment will be required.

8. Assumptions

- a. Prior to the engagement, the BMV will provide security clearance, system access and passwords that are appropriate for this engagement.
- b. BMV will provide a suitable work area (cube, chair, etc.) for the Moser Consulting, Incorporated Consultant while they are onsite.
- c. Remote connectivity such as Citrix, VPN, RDP, or static IP is available when needed.
- d. Access to key development staff and systems staff are available in a reasonable timeframe.
- e. BMV will assign a key contact within one month of the contract start date that Moser Consulting, Incorporated can escalate issues and/or information requests.
- f. Changes to the requirements for deliverables, scope or analysis activities may constitute a new Statement of Work to be issued.
- g. Travel expenses are not included
- h. With this service, the BMV will be able to consolidate all database services under one contract. Once invoice will be provided on a monthly basis for time spent on this engagement. Terms are Net 35.
- i. Should the BMV and Moser Consulting, Incorporated decide to renew this agreement for an additional year, the service rates in Section 7 shall remain in full force.

9. Out of Scope

Services provided by IOT (Installation, upgrade, hotfixes, Windows Servicer Administration, SAN Management, etc.)

EXHIBIT 1: CHANGE REQUEST TEMPLATE

1. Change Request Information

- 1.1. Project:
- 1.2. Change Title:
- 1.3. Change #:
- 1.4. Initiated By:
- 1.5. Initiated On:
- 1.6. Priority: []Emergency []High []Normal []Low

2. Change Request Details

- 2.1. Description
- 2.2. Justification

3. Impact

- 3.1. Cost
 - 3.1.1. Current rate
 - 3.1.2. Proposed rate
- 3.2. Schedule
- 3.3. Resources
- 3.4. Other

4. Approval

By

Name

Title

Date

Comments: