

**AMENDMENT # A1**

Contract # EDS A27-24-016-A1

This is an Amendment to the Contract (the "Contract") previously identified as EDS # A27-24-016 entered into by and between the **Indiana Secretary of State (the "State")** and **Baker Tilly US, LLP (the "Contractor")** approved by the last State signatory on February 1, 2024.

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

1. Additional services as detailed in **Attachment A**.
2. The consideration for deliverables detailed in **Attachment A** are detailed therein and shall not exceed **Sixty-three Thousand Eight Hundred and Twenty-Three Dollars (\$63,823.00)**. Total remuneration under the Contract as amended is not to exceed **Two Hundred Thirteen Thousand Nine Hundred and Seven Dollars (\$213,907.00)**.

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

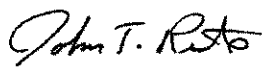
**Non-Collusion and Acceptance**

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 Amendment 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 Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

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

**Baker Tilly US LLP [Contractor]****Indiana Secretary of State [Indiana Agency]**

By: \_\_\_\_\_



By: \_\_\_\_\_



Jerold A. Bonnet, Deputy Secretary of State

\_\_\_\_\_  
John T. Runte  
Name and Title, Printed

Date: \_\_\_\_\_

8/2/2024

Date: August 2, 2024



## **Attachment A**

**Contract #EDS A27-24-016-A1**

# **Statement of Work to Contract for Services between State of Indiana and Baker Tilly US, LLP**

### **Background and Purpose of Amendment:**

This Statement of Work is between the State of Indiana ("State") and Baker Tilly US, LLP ("Baker Tilly"). The intent of this document is to provide the State with detail around critical roles that Baker Tilly will serve.

This document also defines activities and deliverables, the pricing associated with identified activities and deliverables, and the timing of those activities and deliverables. The additional activities and deliverables identified herein are not within the current scope of the contract between the State and Baker Tilly or any of the previously executed amendments to that contract.

### **Definitions Applicable to this Statement of Work**

1. The term "Bi-monthly" as used in this Statement of Work means every other month.
2. The term "Bi-weekly" as used in this Statement of Work means every other week.
3. "Civix Service Delivery Management" means the person or persons designated by Civix Technology, Inc. ("Civix") to manage the delivery of monthly SVRS services to the State under a contract between the Civix and State ("SVRS Contract").
4. The "SVRS" means the Statewide Voter Registration System.
5. The "State Core Team" or "Core Team" refers to the Secretary of State or the Secretary's designee and the Co-Directors of the Indiana Election Division or their designees.
6. The "State" refers to the Indiana Secretary of State office and the Indiana Election Division.
7. The "State SVRS Administrator" refers to that person or persons designated by the Core Team to assume SVRS administration duties subject to the Core Team approved SVRS Transition Roles and Responsibilities Definition Document as may be amended from time to time by agreement of the Core Team.
8. "Civix" refers to Civix Technology, Inc. who is the State's primary contractor that provides for the hosting, support, maintenance and enhancement of the SVRS.
9. "Project Management Office" or "PMO" refers to a combination of Civix and Baker Tilly personnel responsible for defining and maintaining standards for project management, logging, and tracking the progress of services provided to host, support, maintain and enhance the SVRS. Baker Tilly and Civix collaborate on behalf of the State to manage the workflow necessary to provide the products and services described in State's contract with Civix. A Project Management Office or PMO meeting has a scripted agenda associated with SVRS service delivery and enhancement

issues that need resolution. Tools used as part of the PMO meeting change from time to time and include, but are not necessarily limited to, the following:

- a. Agenda
  - b. Issues List / Action Items List
  - c. Work Plans / Milestone Tracking / Schedule Management Tools
  - d. Status Reports
  - e. Requirements Documents
  - f. Design Documents
  - g. Test Documents
  - h. Operations Reports
  - i. Solution Architecture / Infrastructure Documents
  - j. Monitoring Reports (e.g. Help Desk monthly reports)
  - k. Enhancement Lists
  - l. Standard Operating Procedures
  - m. SVRS Portal
  - n. Communications Materials
  - o. Training Materials
  - p. Budgets
10. "Systems Development Life Cycle" or "SDLC" refers to the design and management process for planning, creating, testing, and deploying enhancements.

**Roles in Scope for this Statement of Work:**

The support roles associated with activities and deliverables for August 1, 2024, through September 30, 2024, are identified and documented within this Statement of Work (SOW). The role associated with this SOW includes the following:

**Strategic Planning Assessment**

Strategic Planning Assessment	
<b>Summary:</b> This role includes an evaluation of planning long-term service provider strategy and options for system modernization, maintenance, timelines, and budget related decisions. The strategic planning report will be provided to the Secretary of State Office for review, feedback, and/or final approval.	
<b>Estimated Timeline:</b> 8/1/2024 – 9/30/2024	
<b>Activities:</b> <ul style="list-style-type: none"> <li>• Review and analyze long-term service provider strategy and options for system modernization considerations</li> <li>• Track key high-level risks, actions, issues, and decisions needed for each option</li> <li>• Develop high-level timeline for various options and provide recommendations on how to approach the various options in alignment with long-term service provider strategy</li> <li>• Conduct high-level vendor market research</li> <li>• Identify high-level service providers and implementation cost estimates</li> <li>• Identify potential system maintenance impacts based on timing of funding</li> <li>• Identify service provider procurement strategies</li> <li>• Develop a draft report</li> <li>• Facilitate state review to incorporate feedback</li> <li>• Create final report</li> <li>• Conduct executive presentation</li> </ul>	<b>Deliverables:</b> <ul style="list-style-type: none"> <li>• Draft Report</li> <li>• Final Report</li> <li>• Status Updates</li> </ul>

**General Assumptions:**

The assumptions in this section are applicable to the roles and activities defined throughout the SOW, from August 1, 2024, through September 30, 2024.

1. Baker Tilly will not conduct any on-site County visits as part of these services.
2. The State and Baker Tilly agree that all vendor institutions are responsible for any claims regarding their professional service capabilities and claims associated with their resource teams, processes, applications, hardware, network, security, or any of their other components.
3. The State agrees to be responsible for all claims arising out of the State's negligence or failure to perform, including but not limited to claims from the following outside parties: Indiana citizens, United

States federal government, political candidates, Indiana counties, Civix and Civix subcontractors, Voting System Technical Oversight Program (VSTOP), Trellix/Mandiant, and other Third-Party Vendors involved with the State of Indiana.

4. Baker Tilly assumes that Trellix/Mandiant Services will continue to be the State's Intrusion and Threat Prevention Service provider through the duration of its contract. In the event a new provider is assigned, Baker Tilly will work with the State to identify additional scope and management activities, deliverables, and fees.
5. The strategic assessment documentation and timeline may be negatively impacted by the availability or responsiveness of State of Indiana personnel.
6. Up to 40 hours will be allocated for research and interviews, as necessary, to complete the research outputs.
7. Baker Tilly will develop one draft and one final report deliverable in either Microsoft Word or PowerPoint. We will hold one session with key State of Indiana stakeholders to vet the draft deliverable and one session to present the final deliverable (if an additional session is needed).
8. This role is about facilitating the definition of high-level and long-term system modernization considerations, costs, options, risks, and decision points. The state will make all final decisions regarding the feasibility of funding and determining preferences for gathered considerations and future system options.
9. Execution of recommendations, action items, or projects is considered out of scope beyond the activities identified within this Statement of Work. In the event project planning or execution is requested outside the scope of this agreement, Baker Tilly will work with the State to identify additional scope and management activities, deliverables, and fees.
10. Baker Tilly understands and acknowledges the role of the election cycle and the limited availability that may be available for State and SOS resources and will schedule tasks and activities to accommodate sufficient timing.
11. Specific deliverables may be aggregated and presented as one deliverable if aggregation enhances the overall presentation effectiveness and efficiency.
12. Baker Tilly's involvement in the activities outlined above will end on September 30, 2024.

## Summary Pricing Table for All Deliverables for This Statement of Work

The following table summarizes the fees for all the activities and deliverables identified in this Statement of Work. Our fees are structured as a monthly program management and change management service fee that covers all the activities and deliverables identified in this Statement of Work.

Deliverable	Fees
Strategic Planning Assessment (August 2024)	\$52,581.00
Strategic Planning Assessment (September 2024)	\$11,242.00
<b>Total Price</b>	<b>\$63,823.00</b>