

**AMENDMENT # A2**  
**Contract # EDS A27-24-016-A2**

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 Advisory Group LP (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 **Thirty-Eight Thousand Nine-Hundred Thirty-Seven Dollars (\$38,937.00)**. Total remuneration under the Contract as amended is not to exceed **Two Hundred Fifty-Two Thousand Eight Hundred Forty-Four Dollars (\$252,844.00)**.
3. **Contractor's change of name.** Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients. The Contractor will henceforth be named and referred to as Baker Tilly Advisory Group LP.

**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 Advisory Group LP [Contractor]**

By: John T. Runte

John T. Runte, Principal  
Name and Title, Printed

Date: August 14, 2024

**Indiana Secretary of State [Indiana Agency]**

By: Jerold A. Bonnet  
Jerold A. Bonnet, Deputy Secretary of State

Date: 8/14/24



**Attachment A**

Contract #EDS A27-24-016-A2

**Statement of Work to Contract for Services between State of Indiana and  
Baker Tilly Advisory Group, LP****Background and Purpose of Amendment:**

This Statement of Work is between the State of Indiana ("State") and Baker Tilly Advisory Group, LP ("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. 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.
4. The "State" refers to the Indiana Secretary of State office and the Indiana Election Division.

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

The support roles associated with activities and deliverables for August 19, 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 for Campaign Finance**

Strategic Planning Assessment for Campaign Finance	
<b>Summary:</b> This role includes an evaluation of planning long-term service provider strategy and options for Campaign Finance system modernization, maintenance, timelines, and budget related decisions. The strategic planning report will be provided to the Indiana Election Division and Secretary of State Office for review, feedback, and/or final approval.	
<b>Estimated Timeline:</b> 8/19/2024 – 9/30/2024	
<b>Activities:</b> <ul style="list-style-type: none"> <li>• Conduct up to 4, 1-hour interviews with Indiana Election Division staff</li> <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>• Interviews</li> <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 19, 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 15 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 up to two sessions with key State of Indiana stakeholders to vet the draft deliverable and up to two sessions to present the final deliverable (if additional sessions are to present the final deliverable are 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 for Campaign Finance (August 2024)	\$14,805.00
Strategic Planning Assessment for Campaign Finance (September 2024)	\$24,132.00
<b>Total Price</b>	<b>\$38,937.00</b>

