

Hand

PROFESSIONAL SERVICES CONTRACT

Contract # EDS A27-24-027

This Contract ("Contract"), entered into by and between the Indiana Secretary of State (the "State") and **MTX Group Inc. (the "Contractor")**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

Secretary of State Auto Dealer Services Division and Business Services Division application support and development services as detailed in **Attachment A**.

2. Consideration. The Contractor will be paid for professional services on an as-needed basis at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **One Million Eight Hundred Forty-Two Thousand Three Hundred Dollars (\$1,842,300)**.

3. Term. This Contract shall be effective for a period of 6.5 months. It shall commence on **May 20, 2024** and shall remain in effect through **December 31, 2024**.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, 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 shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the

Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. ~~The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.~~

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the

State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any reasonable additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. ~~If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.~~

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of acts or conditions beyond such party's reasonable control, including, but not limited to, natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither

party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran-Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran-Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract. [Add additional IVOSBs using the same format.]

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
-------	--------------	-------	-------------------------	---------

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 102 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. ~~Surety or Fidelity Bond(s) if required by statute or by the agency.~~
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance ~~prior to the commencement of~~ on request ~~this Contract~~ and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2 on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required on request if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State ~~before the commencement of this Contract~~ on request.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are no key persons

30. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

~~Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during~~

~~the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.~~

~~The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract. [Add additional MBEs and WBEs using the same format.]~~

~~Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term.~~

~~The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idaa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by first-class U.S. mail service, commercial courier service, or hand delivery, to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jerold A. Bonnet, General Counsel
Office of the Indiana Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

**Das Nobel, Chief Executive Officer
MTX Group Inc.
6303 Cowboys Way, Suite 400
Frisco, TX 75034**

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) State's RFP or RFQ if any, (4) Contractor's response to State's RFP or RFQ if any, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: paragraphs 13, 16, 19, 26, 28, 32 and 51.

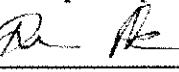
51. Limitation of Liability. In no event shall either party be liable to the other for any exemplary, punitive, consequential, special, indirect, or incidental damages under this agreement. To the maximum extent permitted by law, Contractor's total liability for all claims under this contract shall not exceed the total amount paid to Contractor under this Agreement.

Non-Collusion and Acceptance

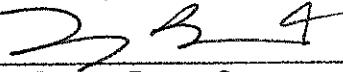
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, 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.

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.

MTX Group Inc. [Contractor]

By: 
Das Nobel, Chief Executive Officer
Name and Title, Printed
Date: May 23, 2024

Indiana Secretary of State [Indiana Agency]

By: 
Jerold A. Bonnet, Deputy Secretary of State
Date: 5/27/2024

X

13 13

page

13th no null

31aw K

✓

EOS A27-24-027

ATTACHMENT A



MTX Group Inc.

6303 Cowboys Way #400,

Frisco, TX 75034, United States

Indiana Secretary of State - Support & CX UI/UX
User Journey research and mapping

(May-2024)

Table of Contents

<u>Team MTX</u>	2
<u>1. Scope</u>	2
<u>2. Deliverables</u>	5
<u>3. Timeline</u>	7
<u>4. Service Level Agreement</u>	8
<u>Case Resolution Process</u>	9
<u>5. Proposal Cost</u>	10
<u>6. Payment Schedule</u>	11
<u>7. Change Order Process</u>	11
<u>8. Assumptions</u>	11
<u>9. Points of Contact</u>	13
<u>10. Acceptance</u>	13

Team MTX

MTX Group and Tomorrow Partners bring together formidable expertise to drive innovation and transformation for our clients.

MTX Group is a global technology consulting firm dedicated to facilitating digital transformation for organizations worldwide. Specializing in leveraging data as the cornerstone of modernization, MTX empowers businesses to align their long-term strategies with outcomes focused on enhancing happiness, health, and economic prosperity.

Tomorrow Partners, an acclaimed innovation and design firm, is renowned for its visionary approach to shaping the future. Comprising a diverse team of researchers, strategists, designers, and engineers, Tomorrow Partners collaborates with forward-thinking organizations to envision and realize impactful solutions that resonate with society. Through human-centered research and iterative design methodologies, Tomorrow Partners enables organizations to achieve more relevant outcomes, foster effective teamwork, and drive heightened customer engagement.

1. Scope

The scope outlined below pertains to both the Business Services Division/INBiz and the Auto Dealer Services Division of the Indiana Secretary of State's Office.

AWS support

The scope of this project centers on addressing the specific support needs identified by the Indiana Secretary of State, with the primary objective being to ensure the seamless operation and optimization of AWS-hosted applications. To achieve this, the MTX team will engage proactively and collaborate strategically with the Secretary of State's office. By closely aligning their efforts with the organization's objectives, the team will leverage their expertise in AWS to deliver value-added support services that contribute to the overall success and effectiveness of the Secretary of State's digital initiatives.

Through ongoing communication and coordination, the MTX team will prioritize the identification and resolution of any issues or challenges encountered within the AWS environment. Additionally, they will proactively seek opportunities for optimization and enhancement to improve the performance, reliability, and security of the applications. By fostering a collaborative partnership and focusing on delivering tangible results, MTX is committed to supporting the Secretary of State's mission to provide efficient and effective digital services to the residents of Indiana. During the upcoming modernization phase, MTX anticipates a reduction of AWS support hours by 50%, reflecting the streamlined efficiencies gained through the implementation of innovative technologies and optimized processes.

The primary objective of this statement of work is for MTX to address the support needs outlined by the Indiana Secretary of State. Detailed steps are outlined below

1. Initial Assessment:

Conducting an initial assessment of applications and environments across various stages (Dev, QA, UAT, Production) is crucial for understanding their current state. This allows for informed decision-making and effective planning.

2. Documentation Review:

Reviewing existing documentation, such as system architecture and configuration guides, ensures accuracy and completeness. This is essential for maintaining a reliable reference for troubleshooting and system management.

3. Security Measures:

Identifying and implementing robust security measures to protect sensitive data and operations is paramount. This ensures compliance with security standards and safeguards against potential threats or breaches.

4. Resource Allocation:

Allocating resources within the support team, including personnel and tools, ensures effective management and resolution of issues as they arise. This proactive approach helps maintain system stability and performance.

5. Incident Management Process:

Establishing an incident management process with clear triage, escalation, and resolution procedures ensures timely response and resolution of issues. This promotes accountability and minimizes downtime.

6. Change Management:

Implementing a change management process for code and configuration changes ensures that proposed changes are properly evaluated and approved before implementation. This mitigates risks associated with unauthorized modifications.

7. Testing Procedures:

Conducting non-production testing sessions and post-production deployment sanity testing ensures that issue fixes are thoroughly tested before deployment to production. This minimizes the risk of introducing new issues or disruptions.

8. Communication and Reporting:

Maintaining open communication channels with stakeholders and providing regular updates on support activities fosters transparency and trust. Periodic reports tracking support performance and highlighting achievements or challenges enable informed decision-making.

Customer Experience Research and Analysis / User Journey Mapping

The scope of the customer experience research and analysis project entails conducting both quantitative and qualitative analysis across representative sample sizes of businesses and end users. This comprehensive approach aims to determine the future state of the business services provided by the Secretary of State's office. By gathering data from diverse sources and perspectives, the project will yield insights into key areas of improvement and innovation, enabling the organization to enhance its digital services to better serve residents and businesses.

Upon completion of the research, the project will deliver an executive summary and detailed analysis showcasing the findings and recommendations. This deliverable will serve as a testament to the State of Indiana and the

Secretary of State's commitment to providing the highest quality of digital services to constituents. By transparently communicating the outcomes of the research and demonstrating a proactive approach to addressing customer needs, the organization will reinforce its dedication to continuous improvement and excellence in service delivery.

The scope of the user journey mapping project encompasses a comprehensive examination of the Secretary of State's services, resources, and processes to enhance constituent experiences. By adopting a holistic approach that encompasses both visible and invisible aspects of the user journey, the Secretary of State's Office can strategically optimize its operations. This includes analyzing the entire system orchestration, from overarching business processes to individual touchpoint design, to identify strategic opportunities for improvement. Through the mapping of business processes and enabling technologies in alignment with constituent journeys, the project aims to address internal organizational shortcomings, identify areas for optimization, and facilitate cross-departmental collaboration.

To achieve these objectives, the project will utilize service blueprints to organize business processes and resources across three primary dimensions: the dimension of interaction, the dimension of visibility, and the dimension of internal interaction. By delineating interactions between customers and the organization, separating visible and invisible service activities, and identifying internal roles and interactions, the service blueprints provide a structured framework for understanding the end-to-end constituent journey. Through this comprehensive analysis, the project will enable the Secretary of State's Office to gain valuable insights into internal overlaps, dependencies, and inefficiencies, paving the way for strategic improvements and enhanced constituent experiences. Distinct current-state journey maps will be provided to the Secretary of State's Office upon completion of this project.

MTX will conduct kick-off meetings with key stakeholders to further define project deliverables and outline specific goals and objectives. Additionally, MTX will leverage the expertise of Tomorrow Partners specializing in CX research to ensure a thorough understanding and alignment with project requirements.

Phase 1: Constituent User Research

- Conduct a statewide survey (up to 1.2M contacts) stratified by user personas to capture quantitative satisfaction data
- Execute up to 50 ethnographic interviews across constituent personas to deeply understand the needs
- Perform benchmarking audits of CX best practices from public/private sector examples

Phase 2: Current State Documentation

- Map comprehensive current-state journey maps (estimated to be 6-10 for each persona and user type) and service blueprints for key personas like business owners, entrepreneurs, bulk filers identifying pain points, emotional friction, end-user needs
- Complete usability and accessibility audit of the existing INBiz website and registration portal
- Analyze gaps between customer needs and existing service delivery model

Phase 3: Experience Co-Creation

- Facilitate at least 10 co-creation workshops uniting constituents, SOS teams, and partners

- Ideate and design optimized future-state journeys to reduce friction and delight customers
- Capture and prioritize innovative ideas to improve processes, self-service capabilities, etc.

Phase 4: Future State Visioning

- Produce transformational future-state journey maps for distinct constituent segments
- Develop corresponding future-state service blueprints with streamlined, customer-centric processes
- Define CX metrics/KPIs and embed Voice of Customer measurement into future-state designs

2. Deliverables

AWS Support

MTX will engage in a strategic planning session to conduct a thorough analysis of the current state system. The following deliverables will be produced as part of this engagement.

Deliverable	Description
Current State Analysis (Post Migration)	<ul style="list-style-type: none"> • Comprehensive Analysis of existing AWS infrastructure, including servers, storage, networking, and data centers. Identify Technical debt, and areas of inefficiency or redundancy. • Analyze current workloads, applications, and databases running in both the Migrated AWS and on-premises environment. Assess performance, scalability, availability, and security requirements for each workload. • Challenges and Opportunities: Identify key challenges such as scalability limitations, high maintenance costs, and performance bottlenecks. Determine opportunities for optimization, automation, and modernization on the AWS Cloud platform.
Operations Support Model	<ul style="list-style-type: none"> • Analyze existing support processes and identify areas for improvement. • Define roles and responsibilities within the operations support team. • Develop a prioritization framework for incidents based on severity, impact, and urgency. • Implement incident management tools and procedures for effective resolution and escalation. • Identify key stakeholders and SMEs who is required to sign-off on support incident resolutions before those fixes are tested and deployed

	to Production
Testing and Validation	<p>Analyze testing and validation processes and procedures of migrated workloads to ensure functionality, performance, and security.</p> <p>Analyze rollback procedures and contingency plans to address any issues during operational support</p> <p>Plan and execute user acceptance testing in non-production environments for issue fixed before they are deployed into production</p> <p>Plan and Conduct Post-deployment production testing after any fixes or configuration changes are made in Production</p>

Customer Experience Research and Analysis / User Journey Mapping

- Research other 50 States:
 - Conduct competitive visual, process, and feature audits of all 50 US states
 - Assess the business resources managed by state government agencies
 - Document best practices identified during the audit process
- Summary Presentation on INBiz Experience Improvement:
 - MTX will deliver a comprehensive summary presentation outlining strategies to enhance the overall INBiz experience.
 - The presentation will be supported by documentation, including audits, survey research findings, interview transcripts, and insights gathered from stakeholder discussions statewide.
- Current-State Constituent Journey Maps:
 - MTX will develop an estimated six distinct current-state constituent journey maps, each focusing on different user segments.
 - Each journey map will include:
 - Personas representing different user types.
 - Identification of constituent needs, expectations, and actions at various touchpoints.
 - Scenarios depicting common user interactions.
 - Timelines and phases illustrating the sequence of events.
 - Insights into constituent thoughts and feelings throughout the journey.
- Service Blueprints for Current State:
 - MTX will create an estimated six detailed service blueprints depicting the current-state processes and interactions within the INBiz system.
 - Each service blueprint will outline the steps involved in delivering a specific service or addressing a user need, including front-stage and back-stage activities, touchpoints, and supporting systems.

- Future-State Service Blueprints:
 - MTX will develop an estimated six service blueprints outlining the future-state processes and interactions within the INBiz system.
 - These blueprints will propose redesigned processes and improvements based on the identified opportunities and stakeholder feedback.
 - The future-state blueprints will incorporate innovative solutions and best practices to enhance the overall user experience and efficiency of service delivery.
- Modernization Plan and Priorities:
 - MTX to develop a comprehensive modernization plan and priorities for both system and front end components.
 - Plan will include a detailed roadmap outlining the approach and strategy for modernization efforts.
- Cloud Optimization
 - MTX will enhance the efficiency and performance of existing infrastructure and services through a series of targeted tasks. These tasks will focus on implementing best practices, leveraging existing rules and architecture, and optimizing resource allocation to achieve scalability, elasticity, and reduction in EC2 instances.

3. Timeline

AWS Support

Resource	5/2024	6/2024	7/2024	8/2024	9/2024	10/2024	11/2024	12/2024
Technical PM	1	.5	.5	.5	.5	.5	.5	.5
Architect/SME	1	1	1	.5	.5	.5	.5	.5
Sr Consultant(s)	1	1	1	1	1	1	1	1
Consultant(s)	0	1	1	1	1	1	1	1

Customer Experience Research and Analysis / User Journey Mapping

The timeline outlined below is an estimate, and the actual schedule will be determined upon the commencement of the project.

MTX Project Phase	Activities	May 2024				June 2024				July 2024				
		W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13
Constituent User Research (6-8 weeks)	Survey Design and Distribution: 2 weeks													
	Survey Data Collection: 3 weeks													
	Ethnographic Interviews Planning: 1 week													
	Conducting 50 Interviews: 4 weeks													
	Research based on secondary sources: 3 weeks (concurrent with interviews)													
	Best Practice Audits: 3 weeks (concurrent with interviews)													
Current State Documentation (6 weeks)	Analysis of Research Findings: 2 weeks													
	Mapping 6 Current-State Journey Maps: 3 weeks													
	Developing 6 Service Blueprints: 4 weeks													
	Gap Analysis: 2 weeks (concurrent with blueprints)													
Experience Co-Creation (6 weeks)	Planning and Participant Recruitment: 2 weeks													
	Facilitating 10 Co-Creation Workshops: 5 weeks													
	Synthesizing Findings and Future-State Concepts: 3 weeks													
Future State Visioning (6 weeks)	Producing Future-State Journey Maps: 3 weeks													
	Developing Future-State Service Blueprints: 4 weeks													
	Defining CX Metrics and KPIs: 2 weeks													
	Final Documentation and Presentations: 2 weeks													

4. Service Level Agreement

AWS Support

MTX consultants will be accessible to provide assistance with the current AWS instances during Indiana business hours (8 AM to 5 PM EST). Additionally, MTX will offer on-call support during non-business hours, including weekends to address P1 and P2 issues. Please refer to the table below outlining the support process:

Resources	Business Hours Support	Non- Business Hours OnCall Support (P1 & P2)	Escalations Path
Technical PM	~1	As Needed	Client Partner/Account Executive/ Delivery Director
Architect	~1	As Needed	Technical PM
Sr Consultants	1	As Needed	Architect
Consultants	1	1	Sr Consultant

Severity Level	Definition	Response Time	Update Frequency	Resolution Time
P1 (Critical)	Cloud Services or Application running on the Cloud Service are not accessible or seriously degraded, whereby a critical process failure prohibits the continuance of basic operations and there is no suitable workaround, or there is a critical security flaw.	Within 1 hour	Every 30 Minutes	Within 4 hours (Excluding vendor or AWS product issues)
P2 (High)	Cloud Services or Application running on the Cloud Service encounter a critical process failure that does not prohibit continuance of basic operations and there is usually a suitable work-around.	Within 2 hours	Every 1 hour	Within 8 hours (Excluding vendor or AWS product issues)
P3 (Medium)	<p>Non-Critical part or component failure occurs when a Cloud Service or Application Module is not functioning, but the System is still usable for its intended purpose, or there is a reasonable workaround.</p> <p>The failure is not critical - no data has been lost, and the Cloud Services have not failed. The issue has been identified and does not prevent normal operation of the Cloud Services. Workaround is cumbersome to use.</p>	Within 4 Business hours	Every 4 hours	Within 24 Business hrs
P4 (Low)	Non-critical errors to the Cloud Services or Provider System. This is a minor disruption in the way tasks are performed but does not stop workflow and a workaround exists.	Within 8 Business hours	Every 8 hours	Within 32 Business Hrs

Case Resolution Process

Initiation	Triage	Resolution
<ul style="list-style-type: none"> Business user identifies an issue Business user communicates to client point of contact 	<ul style="list-style-type: none"> Case triaged by MTX MS Lead <ul style="list-style-type: none"> All required information populated and prioritized within contractual parameters 	<ul style="list-style-type: none"> Pooled MS team receives notification of new client request in queue Pooled MS team picks up requests from the queue (based on priority, skillset, etc.)

<ul style="list-style-type: none"> Client point of contact assesses business request worthiness and priority Client point of contact logs a case in MTX Beans portal Automatic email acknowledgment sent to client point of contact 	<ul style="list-style-type: none"> Communicates with client point of contact for clarity when needed MTX MS Lead assesses a Level of Effort (LOE) for request Forwards to support queue 	<ul style="list-style-type: none"> Pooled MS team calls on internal SMEs as needed Email for dialog about case with client Updates case status & resolution note's fields, which will be used on reports
--	--	---

Support Services Definitions

A “Bug” is a product defect, regardless of origin. The resolution may be a corrective change or an agreed upon work around, depending on the nature of the defect.

A “Configuration” is using User-defined values within the existing UI to set-up the Salesforce environment such that it is appropriate to your organization.

A “Corrective Action” is similar to a “Bug” in terms of the workload. However, it is not a defect, but rather a discrete change to data associated with an existing object or process. Examples include Data Loads, Email Template modifications, and password resets.

An “Enhancement” is a new desired feature of the system. It may involve advanced configuration, code, new objects, new data reporting, and similar items.

“Maintenance” is the set of activities that support the health of the overall Production Environment and administration of the engagement. Examples of these activities include, but are not limited to, Sandbox and QA environment refreshes, Salesforce releases, DevOps automations, basic Monitoring, project management, status reports, internal and external project syncs.

“Business Hours” is the period from 8 am to 5 pm Eastern, Monday through Friday.

5. Proposal Cost

Categories of Work	BSD/INBiz	ADSD	Total Budget
AWS Support	\$449,000	\$252,000	\$701,000
Cloud Optimization	\$58,500	\$32,800	\$91,300
Customer Experience (CX) R&A	\$375,000	\$150,000	\$525,000
Process Journey Mapping (UI/UX)	\$350,000	\$175,000	\$525,000
			\$1,842,300

6. Payment Schedule

This SOW will be delivered on a fixed fee basis, with invoices issued monthly in accordance with the schedule outlined below.

CY2024 Payment Schedule

Items	Invoice Date	%	Amount
Execution of SOW	5/13/24	20%	\$368,460
May 2024	5/31/24	15%	\$276,345
June 2024	6/30/24	15%	\$276,345
July 2024	7/31/24	15%	\$276,345
August 2024	8/31/24	10%	\$184,230
September 2024	9/30/24	10%	\$184,230
October 2024	10/31/24	5%	\$92,115
November 2024	11/30/24	5%	\$92,115
December 2024	12/31/24	5%	\$92,115
		100%	\$1,842,300

7. Change Order Process

Change Orders will serve as an amendment to this SOW, and upon its execution, MTX will provide services in accordance with the terms outlined herein. All Change Orders must be mutually agreed upon in writing by both parties before implementation.

Additionally, MTX retains the flexibility to make resource-level adjustments to accommodate project requirements, provided that such changes do not impact the overall budget or timeline. These adjustments will necessitate documented acceptance from both MTX and the Customer via a project scope baseline adjustment document, the format of which will be determined collaboratively during the project.

8. Assumptions

1. The Secretary of State's office is fully committed to driving transformational change, supported by executive leadership.
2. Adequate resources, including budget, personnel, and time, will be allocated to ensure the successful execution of the project.
3. All relevant stakeholders will be engaged and participate as needed, fostering collaboration and ensuring alignment with project objectives.
4. Access to required data, systems, and subject matter experts will be provided in a timely manner by the Customer, facilitating efficient project progress.
5. The Customer's culture is receptive to change, enabling the adoption of new processes and technologies to meet evolving needs.

6. Existing systems and data sources will be assessed for compatibility with the proposed future-state architecture, ensuring seamless integration.
7. The project timeline and milestones will be strictly adhered to, minimizing delays and scope changes to maintain project momentum.
8. External partners and vendors will collaborate effectively and deliver their commitments on time, promoting a cohesive project approach.
9. Regulatory and compliance requirements will remain stable throughout the project duration, ensuring adherence to legal standards.
10. The proposed solutions will align with the Customer's strategic goals and priorities, driving toward desired outcomes.
11. Sufficient training and change management efforts will be undertaken to ensure user adoption and maximize the benefits of implemented solutions.
12. The project will deliver the expected benefits and achieve the desired return on investment, providing value to the organization.
13. The Customer will possess the necessary internal capabilities to maintain and support the new systems and processes, ensuring sustainability.
14. The competitive landscape and market conditions will be monitored, with adjustments made as needed to maintain project relevance.
15. MTX will provide ongoing support and commitment, with remote resources driving project progress and short daily meetings facilitating rapid iteration.
16. All parties agree to adhere to project guidelines, with personnel declining tasks outside their skill sets and feature requirements managed to minimize scope changes.
17. All source code, configuration, and metadata of the systems covered under this SOW will be made available and maintained within the Secretary of State's Azure DevOps (ADO) repository. MTX will also provide any documentation created for this project to allow ongoing support by the Indiana Secretary of State office. The Secretary of State has unlimited royalty-free right to all source code, infrastructure, modules, data structures, and system components in perpetuity - with the ability to modify, create derivative works whether internally or have other contractors and vendors have access to support the code and systems in the future.
18. Any support which is incurring new development or major enhancement which is not related to support incidents are considered as out of scope. Any minor enhancements which are part of the support process will be handled by MTX. Any enhancement which LOE is no more than 40 hrs will be handled during the support.
19. MTX Architects or Lead should have Admin level permissions in ADO or support staff from the Secretary of State's team with Admin permissions available during working hours to maintain and manage the pipelines, Code optimization, and Automation scheduling to support MTX staff in carrying out the required maintenance work in AWS and ADO.
20. MTX will be granted access to four environments for the maintenance and support phase, including Development (Dev), Quality Assurance (QA), User Acceptance Testing (UAT), and Production (Prod).
21. MTX is a global consulting company with the potential for leveraging offshore resources for this project, depending on project requirements and resource availability.

9. Points of Contact

Customer Lead Contact		MTX Lead Contact	
Name	Robert Fulk	Name	David J. Roybal
Title	Chief Information Officer	Title	Client Partner
Phone	317-232-0103	Phone	505-920-9517
Email	RFulk1@sos.in.gov	Email	david.roybal@mtxb2b.com

10. Acceptance

Customer		MTX	
Signature		Signature	
Print Name	Jerry Bonnet	Print Name	Das Nobel
Print Title	Deputy Secretary of State and General Counsel	Print Title	Chief Executive Officer
Date		Date	