

**PROFESSIONAL SERVICES CONTRACT****Contract # EDS A27-25-019**

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **Baker Tilly Advisory Group, LP (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:

Election and cyber security administration support services as detailed in **Attachment A** (County SVRS Cyber Threat Protection Project and Change Management) and **Attachment B** (SVRS County Survey).

**2. Consideration.** The Contractor will be paid at rates and schedules detailed in **Attachment A** and **Attachment B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **Two Hundred Twenty-Nine Thousand Five Hundred and Seventy-Six Dollars (\$229,576.00)**.

**3. Term.** This Contract shall be effective for a period of **12 months**. It shall commence on **February 1, 2025** and shall remain in effect through **January 31, 2026**.

**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 by the State for the purpose of this Contract will not be disclosed to or discussed with third

parties without the prior written consent of the State. This section shall not apply to information which is (a) publicly known; (b) already known to the Contractor; (c) disclosed to Contractor by a third party without restriction; (d) independently developed without use of the confidential information; or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed.

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 reasonable 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 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 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 thirty (30) 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. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. THE PARTIES AGREE THAT ANY DISPUTES RELATED TO OR CONNECTED WITH THIS AGREEMENT SHALL BE BROUGHT IN THE STATE AND FEDERAL COURTS OF INDIANA.

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.** Intentionally omitted.

**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 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 parties shall negotiate a mutually acceptable business associate agreement ("BAA") prior to any disclosure of protected health information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees (each a "Covered Person") from all third party claims and suits including court costs, reasonable attorney's fees, and other expenses to the extent such third party claim is finally determined to be caused by any gross negligence, fraudulent act or willful misconduct 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.** Intentionally omitted.

**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 \$2,000,000 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 a combined single limit not less than \$1,000,000. 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. Intentionally omitted.
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. Intentionally omitted.
7. Intentionally omitted.

The Contractor shall provide the State with proof of such insurance coverage on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required at the request of the State, 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 duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
  4. The policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice from Contractor 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 for all policies naming the State as an additional insured.
- 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 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 **John T. Runte and Seth Cooper**.

**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.** Intentionally omitted.

**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 or established commercial courier service, to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold A. Bonnet, Deputy Secretary of State  
200 W. Washington St. Room 201  
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**John T. Runte, Principal  
Baker Tilly Advisory Group, LP  
P.O. Box 7398  
Madison, WI 53707-7398**

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, programs, applications, data, algorithms, film, tape, articles, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed by Contractor for State under this Contract shall be the property of the State. If ownership interest in the Materials cannot be assigned to the State, to the extent any Contractor Knowledge (as defined below) is incorporated into the Materials, 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 for its internal business purposes and for no other purpose without the prior written consent of the Contractor. Contractor will maintain all ownership right, title and interest to all of Contractor's Knowledge. For purposes of this Contract "Contractor's Knowledge" means Contractor's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Contract ("Contractor's Preexisting Knowledge") (2) developed or obtained by Contractor after the Effective Date, that are reusable from client to client and project to project, where State has not paid for such development; and (3) extensions, enhancements, or modifications of Contractor's Preexisting Knowledge which do not include or incorporate State's confidential information.

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 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 completed Materials during the term of this Contract.

C. All other documentation created by the Contractor in connection with this engagement, including the workpapers, is not part of the Materials, is the property of the Contractor and constitutes confidential information. Contractor may have a responsibility to retain such documentation for a period of time required by law, regulation or professional standards to make certain documentation available to regulators, the State hereby authorizes Contractor to do so.

### **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. 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 reasonably 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 Section 24 and 53 under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the generally accepted industry standards of care and competence. 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.**

Paragraph #23 Confidentiality of State Information

Paragraph #13 Continuity of Services

Paragraph #16 Disputes

Paragraph #19 Employment Option

Paragraph #23 HIPAA Compliance

Paragraph #24 Indemnification

Paragraph #26 Indiana Veterans Owned Small Business

Paragraph #28 Insurance

Paragraph #32 Minority and Women's Business Enterprise Compliance

Paragraph #34 Notice to Parties

Paragraph #36 Ownership of Documents and Materials

Paragraph #46 Termination for Default

Paragraph #48 Waiver of Rights

Paragraph #49 Work Standards

Paragraph #51 Data Privacy and Security

Paragraph #53 Limitation on Liability

**51. Data Privacy and Security.** To the extent the Services require Contractor receive personal data or personal information from State, Contractor may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Contractor or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018



(CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Contractor is acting as a Service Provider/Data Processor in relation to State personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. State is responsible for notifying Contractor of any data privacy laws the data provided to Contractor is subject to and State represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Contractor to process such information in connection with the Services described herein.

Contractor has established information security related operational requirements that support the achievement of its information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Contractor's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Contractor's approach to how systems and data are protected. State is responsible for providing timely written notification to Contractor of any additions, changes or removals of access for State personnel to Contractor provided systems or applications. If State becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, State should timely notify Contractor via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Contractor does not treat de-identified data or aggregate consumer information as personal data or personal information, and Contractor reserves the right to convert State personal data or personal information into de-identified data or aggregate consumer information for its own purposes. As a benefit of benchmarking State to others in its industry, State allows Contractor to enter its confidential accounting and/or financial data into the third party benchmarking software that Contractor utilizes. By signing this Contract, State expressly authorizes Contractor to make such disclosure of its confidential accounting and/or financial data, as Contractor may elect within its discretion, with the understanding that, in doing so, State will not be specifically identified.

**52. Contractor Entity. Baker Tilly Advisory Group, LP** is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. **Baker Tilly Advisory Group, LP** is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, **Baker Tilly Advisory Group, LP**, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

**53. Limitation on Liability.** The Contractor and the State are acting in their individual capacities and not as employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees of the other party. Furthermore, because of the importance of the information that the State provides to the Contractor with respect to the Contractor's ability to perform the services, the State hereby releases the Contractor and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by the State, its personnel or agents, that is not complete, accurate or current.

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Contract shall not exceed the fees paid to Contractor for the services to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Contract even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract are material bargained for bases of this Contract and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract and in the decision by each party to enter into this Contract. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of the State, Contractor or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract.

*The remainder of this page is intentionally blank.*

**Non-Collusion and Acceptance**

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

**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.

**Baker Tilly Advisory Group, LP [Contractor] Indiana Secretary of State [Indiana Agency]**

By: John T. Runte

John Runte, Principal  
Name and Title, Printed

Date: January 28, 2025

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

Date: 1/28/2025



Contract # A27-25-019

## ATTACHMENT A

## 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. "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.
  11. "NIST" refers to the National Institute of Standards and Technology.
  12. "CSF" refers to the Cybersecurity Framework that was developed by NIST.
  13. "DRE" refers to Direct-Recording Electronic voting machines, which is an electronic voting system that utilizes electronic components for the functions of ballot presentation, vote capture, vote recording, and tabulation which are logically and physically integrated into a single unit. A DRE produces a tabulation of the voting data stored in a removable memory component and in printed hardcopy.
  14. "VVPAT" refers to Voter-Verifiable Paper Audit Trail which is an electronic voting system feature that provides the voter an opportunity to verify that their ballot selections are being recorded correctly, before the ballot is cast.
  15. Election Support Vendors refers to Civix, VSTOP, and Baker Tilly.
  16. Organizational Change Management refers to a framework for managing the effect of new processes based on the implementation of new technical, changes in organizational structure or cultural changes within an organization.
  17. Threat Protection Deployment Vendor refers to Trellix/Mandiant/Mandiant Services, which is a vendor the State of Indiana Secretary of State Office selected to provide threat protection deployment services to counties.



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

The support roles associated with activities and deliverables for February 1, 2025, through January 31, 2026, are identified and documented within this Statement of Work (SOW). The role associated with this SOW includes the following:

**Threat Protection Project & Change Management Services**

<b>Threat Protection Project &amp; Change Management Services</b>	
<p><b>Summary:</b> This role includes leveraging the design from the Trellix/Mandiant deployment program to coordinate contract renewal activities with the State of Indiana and Indiana counties and track the status of county NDA and Participation Agreements, county security appliance device configurations, county Email Threat Protection (ETP) configurations, and expansion of Trellix/Mandiant deployment to Indiana counties without a security appliance installed. Baker Tilly is responsible for facilitating surveys, documenting and analyzing survey responses, developing county communications, coordinating project and organizational change management activities between the Trellix/Mandiant and county teams to track status across deployment and technical reconfiguration-based milestones, and providing monthly status updates to the State.</p>	
<b>Estimated Timeline: 2/1/2025 – 1/31/2026</b>	
<p><b>Activities:</b></p> <ul style="list-style-type: none"> <li>• <b>Threat Protection Deployment Analysis &amp; Planning</b> – Review and analyze threat protection and configuration services available to counties by the State of Indiana Secretary of State's Office through Trellix/Mandiant vendor services, Cybersecurity and Infrastructure Security Agency (CISA), and/or Indiana Department of Technology (IDOT) to understand current statewide deployment and configuration status, available licenses (if applicable), identified risks, and decisions needed related to future threat protection and configuration service needs.</li> <li>• <b>Threat Protection Project &amp; Change Management Planning</b> – Facilitate meeting(s) with the threat protection deployment vendor, IDOT, and CISA to discuss any needed updates to technical deployment surveys, collaborate on organizational change management activities, identify counties who require a) contract renewal coordination, b) email threat protection and/or security appliance monitoring reconfiguration, c) statewide deployment of the security appliance to counties without at least one installed, and identify options and the sequence of activities for next steps based on State review and approval, and/or d) coordination for deinstallation of Trellix/Mandiant equipment.</li> <li>• <b>Develop County Satisfaction Survey &amp; County Testimonials</b> – Develop and facilitate approval of</li> </ul>	<p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Request for Threat Protection Deployment &amp; Technical Configuration Documentation</li> <li>• Current State Analysis</li> <li>• Technical Survey Updates</li> <li>• Vendor / State Agency Status Meetings</li> <li>• Threat Protection Service Renewals, Reconfiguration Tracking, and Statewide Deployment Status Updates</li> <li>• Threat Protection Change Management Survey</li> <li>• County Testimonials &amp; Success Stories (if applicable)</li> <li>• County Champion List (if applicable)</li> <li>• County Meeting Agenda &amp; Notes (if applicable)</li> <li>• County Meetings (if applicable)</li> <li>• County Communications (if applicable)</li> <li>• Monthly Status Updates</li> </ul>

<p>a county threat protection services satisfaction survey to understand county challenges and successes. Utilize survey responses to identify county champions. Coordinate the development of county testimonials that can be shared, along with education provided by the threat protection deployment vendor, to share with other counties. Conduct county interviews and follow ups as needed.</p> <ul style="list-style-type: none"> <li>• <b>Develop and Facilitate County Communications</b> – Work with the SOS/IED to develop communications and distribute communications to counties. Review and evaluate threat protection service-related communications to counties.</li> <li>• <b>Facilitate Statewide Deployment and Operationalization</b> – Facilitate ongoing reviews of program goals, objectives, county roles, state roles, stakeholder responsibilities, project timelines and frequently asked questions. Facilitate formal kick-offs, coordinate deployment vendor led system configuration workshops, and status meetings with the counties. Work with the counties and their IT teams to communicate expectations, roles and responsibilities, and assist with tracking vendor led system configuration troubleshooting. Assist County technical IT staff with status tracking and communications as needed. Track status of County deployment activities.</li> </ul>	
--	--

### **General Assumptions:**

The assumptions in this section are applicable to the roles and activities defined throughout the SOW, from February 1, 2025, through January 31, 2026.

1. The State agrees perfect security is not attainable and Baker Tilly will work with the State, IN counties, and vendors to improve security by mitigating security risks, and assist with advancing the cybersecurity technology through the services included in this Statement of Work.
2. Baker Tilly will not conduct any on-site County visits as part of these services.
3. 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.
4. 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, IN counties, Civix and Civix subcontractors, Voting System Technical Oversight Program (VSTOP), Trellix/Mandiant/Mandiant, and other Third-Party Vendors involved with the State of Indiana.
5. Baker Tilly assumes that Trellix/Mandiant/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.
6. Baker Tilly will not be responsible for executing activities required to conduct Risk Limiting Audits.

7. The State will be responsible for drafting, negotiating, and executing any Non-Disclosure Agreements (NDA) and Participation Agreements required for the statewide threat prevention system deployment. Baker Tilly will only assist the State in tracking NDA and Participation Agreement execution as a part of status reporting, facilitating decisions for the State, and distribution of follow-up communications to counties.
8. Baker Tilly will not be responsible for the ordering of intrusion prevention service sensors, servers, and server racks. If requested, Baker Tilly will assist the State in tracking sensors, servers, and server rack orders as a part of the status reporting for the statewide threat prevention system deployment.
9. Baker Tilly will track County and State issues related to the statewide threat prevention system deployment and facilitate issue resolution with State and County personnel. Counties are primarily responsible for County issue resolution for all items that are application, hardware, or system oriented.
10. Baker Tilly will not be responsible for installation of any equipment associated to the threat prevention system deployment, unless identified through a subsequent amendment.
11. Baker Tilly will not be responsible for facilitating County selected installers through the Indiana Department of Administration (IDOA) vendor approval process. Baker Tilly will assist the State in tracking the vendor approval process, if applicable.
12. Baker Tilly will not be responsible for conducting security testing or evaluating functionality for threat prevention systems.
13. Execution of cybersecurity 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.
14. The State and Baker Tilly agree that any needed transition activities supporting this Statement of Work will not exceed a duration of 30-days. At the conclusion of the 30-day transition period the State will be responsible for all remaining activities covered within this statement of work.
15. The State shall notify Baker Tilly with the intent to transition at least 45-days prior to the end of contracted services.
16. 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.
17. Specific deliverables may be aggregated and presented as one deliverable if aggregation enhances the overall presentation effectiveness and efficiency.
18. Baker Tilly's involvement in the activities outlined above will end on January 31, 2026.

## 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
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (February 2025)	\$20,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (March 2025)	\$12,507

Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (April 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (May 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (June 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (July 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (August 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (September 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (October 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (November 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (December 2025)	\$12,507
Threat Protection Project & Change Management Services and Voting System Vendor Implementation Coordination (January 2026)	\$12,507
<b>Total Price for Attachment A</b>	<b>\$158,084</b>



Contract # A27-25-019

ATTACHMENT B

## 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 details around the critical role 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 "SOS" refers to the Secretary of State or the Secretary's designee.
2. 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.
3. The "State" refers to the Indiana Secretary of State office and the Indiana Election Division.
4. "SVRS" refers to the Statewide Voter Registration System.
5. "Election Management Systems/or and Infrastructure" refers to the application, data, hosting, and help desk services required to support and operate the SVRS, Campaign Finance System, and the public voter registration portal. This also includes the election night reporting module, historical election results, and the County SharePoint site.



**Project Scope:**

The objectives for this assessment include the following:

1. Conduct county surveys and facilitation of topics with county focus groups to establish an understanding and document County future state capability themes and outputs to help answer the following questions:
  - a. What are the current county pain points?
  - b. Where are county redundancies and what is being done manually?
  - c. What would enable counties to work more effectively or productively?
  - d. What are the challenges with the user experience across county usage for the systems and supporting system operations?
2. Provide a final report summarizing the improvement themes and county sentiment regarding improvement opportunities:
  - a. Election management systems improvement opportunities, including current or new functionality involving the Statewide Voter Registration System and system modules, County Sharepoint Document Repository and Training Portal, Public Voter Registration Portal (IndianaVoters), Election Night Reporting and Management System, Help Desk Services, Voter List Maintenance Image Viewer, Barcoding and Labeling, Web Service Framework, Hosting / Infrastructure, and Historical Election Results.
  - b. What's needed from an election systems vendor to support counties going forward (both operationally and technically).

**Project Approach**

The support roles associated with activities and deliverables for February 3, 2025, through March 31, 2025, are identified and documented within this Statement of Work (SOW). Baker Tilly suggests the following high-level approach to complete this project. Goals, deliverables, activities and assumptions for each phase are outlined on the following pages.

**Phase 1: Initiate project**

Before initiating the survey and focus group sessions in Phase 2, we would like to meet with the Indiana Election Division and Secretary of State Office to present the details gathered in the strategic modernization report to help share insights and foster alignment on survey themes and county focus group participants.

For the selection of the county focus group participants, we would recommend a diverse set of County participants to represent Counties by using the following sample characteristic considerations:

1. Small, medium, and large county municipalities
2. Vote center and non-vote center counties
3. Split-board and non-split-board counties
4. Voter Registration Board, Election Board, and County Clerk Election Officials
5. Diverse representation of political party affiliations
6. Variation with contracted ePB and Voting System vendors

PHASE 1: INITIATE PROJECT AND SURVEY DEPLOYMENT	
ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>• Confirm project approach, goals and objectives and understand long-term strategy</li> <li>• Establish project management infrastructure</li> <li>• Finalize work plan, resources and schedule</li> <li>• Determine frequency of status meetings and status reports</li> <li>• Identify county participants for focus group sessions and schedule sessions</li> <li>• Prioritize survey review areas, then build and administer survey</li> <li>• Prepare project kickoff communication to align stakeholders and project participants on expectations and outcomes of the project</li> <li>• Conduct project kickoff meeting and review of strategic modernization report presentation</li> </ul>	<ul style="list-style-type: none"> <li>• Detailed project schedule and milestones, including client resource requirements</li> <li>• County participation list</li> <li>• County survey(s)</li> <li>• Establish focus group schedule</li> <li>• Project kickoff and materials</li> <li>• Strategic modernization report presentation</li> </ul>
ASSUMPTIONS	
<ol style="list-style-type: none"> <li>1. At the preference of the State, Baker Tilly can offer usage of collaboration tools, like Ideagen Huddle, or utilize State provided collaboration tools for the project infrastructure.</li> <li>2. The State and Baker Tilly will collaboratively work to align and balance alternative resource commitments.</li> <li>3. The State and Baker Tilly will collaboratively work to identify a subset of key county participants to be selected for surveys and focus group sessions. The State will provide approval on County resources that are needed for participation in surveys and focus group sessions.</li> <li>4. The State will provide activity and progress updates for State action items or requests, as needed.</li> <li>5. In order to meet the 4-6 week project timeline, county responses to surveys will be provided within 2 weeks or could have impacts to the timeline.</li> <li>6. Up to 4 hours of meetings to review project kickoff, strategic modernization report, alignment on county participation list, and facilitate approval of surveys and timeline.</li> </ol>	

## Phase 2: Current state understanding

PHASE 2: CURRENT STATE UNDERSTANDING	
ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>• Analyze survey results and prioritize county focus group probing areas</li> <li>• Conduct virtual county focus group sessions</li> <li>• Conduct follow-up interviews (as needed)</li> <li>• Document findings from focus group sessions and interviews; Identify improvement opportunities</li> <li>• Capture current state strengths, weaknesses, opportunities, and threats (SWOT)</li> <li>• Prepare the draft current state assessment summary</li> </ul>	<ul style="list-style-type: none"> <li>• Survey results report</li> <li>• County focus groups</li> <li>• Follow-up interviews (as needed)</li> <li>• High-level SWOT analysis</li> <li>• Draft current state assessment summary</li> </ul>



### ASSUMPTIONS

1. State and County resources and vendor institutions will be fully knowledgeable about their process area and willing to engage and share information pertaining to requirements, issues, gaps and pain points.
2. Up to 24 hours for 2 Baker Tilly resources to conduct focus group sessions or follow-up interviews.

## Phase 3: Final report out

### PHASE 3: FINAL REPORT OUT

ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>• Develop draft report and presentation materials</li> <li>• Conduct executive presentation</li> <li>• Develop and distribute final report based on State review and needed report modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Draft presentation and report</li> <li>• Executive presentation</li> <li>• Final report</li> </ul>

### ASSUMPTIONS

1. Baker Tilly will develop one draft and one final report deliverable in either Microsoft Word or PowerPoint. We will hold up to 2 sessions with State stakeholders to present and vet draft deliverable and then will distribute the final deliverable with any needed modifications.

## Ongoing: Project management and quality assurance

**Goal:** Manage the project to define plans and communicate the status of project activities.

Baker Tilly will apply a disciplined approach to managing the project to ensure we respond to the State's needs, meet agreed-upon deliverables, and regularly communicate project status. We will actively manage the scope, tasks, resources, issues, and risks and communicate any delays in project activities and deliverables that may arise.

Our Baker Tilly team will drive the engagement and do more/less based on your direction and preferences. We will maintain open lines of communication. Our project management expertise enables us to respond to your needs while addressing any potential impacts on the project.

### ONGOING: PROJECT MANAGEMENT AND QUALITY ASSURANCE

ACTIVITIES	DELIVERABLES
<ul style="list-style-type: none"> <li>• Update task status and workplan</li> <li>• Monitor and resolve risks, actions, issues and decisions</li> <li>• Develop and distribute status reports</li> </ul>	<ul style="list-style-type: none"> <li>• Revised/updated work plan</li> <li>• Risks, actions, issued, decision log</li> <li>• Status reports</li> </ul>

### ASSUMPTIONS

1. Status updates will be distributed on an agreed upon cadence but will be limited to not occurring more than once per week.
2. Risks, issues, actions, and decisions (RAID) will be logged on an ongoing RAID log that will be shared with the State Core Team.
3. Overall dates and schedules may be negatively impacted by the availability or responsiveness of County or State participants, or the timely receipt of decisions/approvals requested

according to the agreed project schedule. The State may need to influence County project participant scheduling priorities to accommodate project activities and timelines.

## Project timeline with key milestones

Below is an overview of our customized approach to successfully provide a current state assessment to the State within an estimated timeline of 5-6 weeks. During the project initiation phase, we will collaborate with you to co-develop an agreed-upon project timeline that meets your needs and timing requirements.

While we estimate this project's timeline to be 5-6 weeks, we propose an end date that has an additional 1-2 weeks of additional contingency should it be needed to extend the county survey response period. As part of this approach, we would like to maximize the time we have with county election officials within the county focus group sessions (and any follow-up interviews). In order to yield targeted and efficient discussion, it would be valuable to complete survey analysis prior to county discussions.

ACTIVITY	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6
Phase 1: Project initiation						
Phase 2: Current state understanding						
Phase 3: Final report out						
Ongoing: Project management and quality assurance						

**COMMITMENT TO SUCCESSFULLY DELIVER CONSULTING SERVICES TO MEET YOUR REQUIREMENTS**  
*The State's time is valuable. We will co-develop a timeline to provide the State with services on time or ahead of schedule.*

## Project team responsibilities

ROLE	RESPONSIBILITIES	KEY MEMBERS FROM BAKER TILLY
<b>Project leadership and oversight</b>	<ul style="list-style-type: none"> <li>Strategic direction of the project</li> <li>Approve key deliverables and milestones</li> <li>Authorize commencement of major phases</li> <li>Authorize risk response strategy</li> <li>Address escalation needs as appropriate</li> <li>Approve major project planning changes</li> </ul>	<ul style="list-style-type: none"> <li>John Runte, Principal</li> </ul>



<b>Engagement lead</b>	<ul style="list-style-type: none"> <li>• Overall project health and quality assurance</li> <li>• Ensure timeliness, quality standards and expectations are met or exceeded</li> <li>• Facilitate strategic communication with the State</li> <li>• Overall project management</li> <li>• Project planning</li> <li>• Risk response planning</li> <li>• Monitor and manage project progress</li> <li>• Lead focus group sessions and interviews</li> <li>• Present progress to the State</li> <li>• Provide subject matter knowledge</li> <li>• Project coordination activities including project status reports and development of project schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Seth Cooper, PMP, CSM, Director</li> </ul>
<b>Project manager and analyst</b>	<ul style="list-style-type: none"> <li>• Build and administer survey</li> <li>• Draft and distribute county communications</li> <li>• Analyze survey results and output from focus group sessions and interviews</li> <li>• Participate and schedule County focus group sessions and interviews</li> <li>• Present progress to the State</li> </ul>	<ul style="list-style-type: none"> <li>• Ben Tiskevics, Sr. Consultant</li> </ul>

**General Assumptions:**

The assumptions in this section are applicable to the roles and activities defined throughout the SOW, from February 3, 2025, through March 31, 2025.

1. Baker Tilly will not conduct any on-site County visits as part of these services. In the event county travel is requested, Baker Tilly will work with the State to identify additional scope and management activities, deliverables, and fees associated with requests for on-site County visits.
2. The campaign finance system is considered out of scope for this project.
3. 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.
4. 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, direct impact agencies, Civix and Civix subcontractors, Voting System Technical Oversight Program (VSTOP), Trellix/Mandiant, and other Third-Party Vendors involved with the State of Indiana.
5. Baker Tilly understands and acknowledges the role of the election cycle and the limited availability that may be available for State and County resources and will schedule tasks and activities to accommodate sufficient timing.
6. The overall timeline for this project is a target, though viewed as necessary to meet the objectives of the project. Changes could occur based upon vendor availability and response times, along with the ability to complete necessary reviews and approvals by County or State resources. Baker Tilly will report upon changes to assumptions that could extend the overall timeline beyond the plan noted above.



7. Facilitation of a software evaluation process, 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.
8. Specific deliverables may be aggregated and presented as one deliverable if aggregation enhances the overall presentation effectiveness and efficiency. Specific workshop or interview objectives may be aggregated to enhance project stakeholder efficiency.
9. Baker Tilly's involvement in the activities outlined above will end on March 31, 2025.

## 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
Phase 1 Completion: Initiate project and survey deployment	\$21,330
Phase 2 Completion: Current state understanding	\$39,001
Phase 3 Completion: Final report out	\$11,161
<b>Total Price</b>	<b>\$71,492</b>

As always, we are willing to work with the state to develop a scope and budget for this project that meets your objectives within available resources and timeline. Should you wish to change the project scope, the fees could be lower or higher.

