## PROFESSIONAL SERVICES CONTRACT

#### Contract # EDS A27-26-005

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 goods and services relative to this Contract:

Indiana Secretary of State Critical Enterprise Application Maintenance and Support – ADSD/BSD support as detailed in **Attachment A**, subject to performance terms and conditions detailed in **Attachment B**.

- 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 Five Hundred Twenty Thousand Six Hundred Dollars (\$520,600.00).
- 3. Term. This Contract shall be effective for a period of 12 months. It shall commence on August 1, 2025 and shall remain in effect through July 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 <a href="http://www.in.gov/ig/">http://www.in.gov/ig/</a>. 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:
  - 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

<del>based, m pa</del>	<del>art, on the Indiana Vetera</del>	n Owned Small	Business Enterprise ("IVOSB") parti	<del>icipation plan, as</del>						
detailed in	the IVOSB Subcontracto	r Commitment I	Form, commonly referred to as "Attac	chment A-1" in						
he procurement documentation and incorporated by reference herein. Therefore, any changes to this										
nformation during the Contract term must be approved by IDOA's Division of Supplier Diversity and										
may requir	e an amendment. It is the	State's expecta-	tion that the Contractor will meet the	subcontractor						
			ng certified IVOSB subcontractor(s)							
participatin	ng in this Contract: [Add	additional IVO	SBs using the same format.							
IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT						
8 6	cribe the IVOSB service(s) for utilization duri	a and a second	be provided under this Contract and t term:	include the						
		100								

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 Indiana Veterans Preference (idoa. IN. gov, or mailed to IDOA, 402 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 Indiana Veterans Preference (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: <a href="https://www.in.gov/idea/mwbe/payaudit.htm">www.in.gov/idea/mwbe/payaudit.htm</a>. 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 <a href="https://www.in.gov/iot/2394.htm">https://www.in.gov/iot/2394.htm</a> 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.

30.	cicensing Standards. The Contractor, its employees and subcontractors shall comply with a	1
app	cable licensing standards, certification standards, accrediting standards and any other laws, ru	les, or
regu	ations governing services to be provided by the Contractor pursuant to this Contract. The Stat	e will
not	ov the Contractor for any complete professional when the Contractor it and because the	

- 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.

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

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: <a href="https://www.in.gov/idoa/mwbc/payaudit.htm">www.in.gov/idoa/mwbc/payaudit.htm</a>. 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:

Dax 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]	Indiana Secretary of State [Indiana Agency]				
By: Be A	Ву:				
Dastagir Nobel, Chief Executive Officer	Jerold A. Bonnet, Deputy Secretary of State				
Name and Title, Printed	Date:				
Date: 08/06/2025					

#### Attachment B

#### **Performance Terms and Conditions**

Pursuant to Indiana Code 5-37.5 "Fiscal Integrity and Contract Accountability" Vendor agrees to the following:

- Independent Assessment. At the discretion of the State, Contractor's complete and timely delivery of goods and services will be subject to assessment of deficiency pursuant to requirements in Attachment A, including time of delivery, completeness, and functionality, by RSM US LLP, the State's independent contract review contractor.
- 2. Assessment Deficiencies. Notice of deficiencies in complete and timely delivery of goods and services will be communicated to Contractor in writing by the State within 5 business days of receipt by the State.
- 3. Response, resolution or correction. Upon receipt of notice of deficiency in timely, complete, and functional delivery of goods and services, Contractor will have 5 business days to provide a satisfactory response to the assessment of deficiencies, and a plan of resolution if applicable. Contractor will have 30 days from the date of notice of a deficiency to correct or otherwise resolve the deficiency to the satisfaction of the State.
- 4. Assessment of Liquidated Damages. Any deficiency not resolved to the satisfaction of the State within 30 days of notice may be subject to full or partial suspension of payment and assessment of Liquidated Damages in addition to any remedies under the Contract. The State may suspend payment for any goods or services under this contract assessed as being deficient for a period not to exceed 120 days. The State may assess and deduct as liquidated damages an amount equal to 5% per month of invoiced amounts for goods or services assessed as being deficient, which remain unresolved after 30 days notice, up to a total maximum of 15%. Payment for all or part of an invoice for which payment has been suspended due to assessment of deficiency will be made promptly upon resolution of the deficiency.

6/15 AZ1- 20 005

ATTACHMENT A

# MTX Group Inc.

6303 Cowboys Way #400,

Frisco, TX 75034, United States

Indiana Secretary of State - Critical Enterprise

Application Viaintenance and Support - BSD/ADSD

Proposal ID: SOS-26-002

Statement of Work

(July 2025)

## **Table of Contents**

1. Scope	3
2. Deliverables	4
3. Timeline	7
Staffing Approach	7
Resumes of Key Personnel	9
Katie Kaupke, Lead Consultant	9
Parthasarathi Chandramohan (Partha), Principal Consultant	10
Kalyan Kankanala, Director	13
Abhishek Kumar, Technical Architect	16
Jude Voss, Senior Consultant	19
David Roybal, Regional Vice President - Client Partner	22
References	25
Financial History	25
4. Proposal Cost	25
5. Payment Milestones	26
6. Change Order Process	26
7. Assumptions	26
8. Points of Contact	28
9. Acceptance	28



6303 Cowboys Way #400, Frisco, TX 75034, United States

July 6, 2025
Indiana Secretary of State
Critical Enterprise Application Maintenance and Support - BSD/ADSD
Proposal ID: SOS-26-002

#### Dear Robert Fulk:

MTX Group Inc. (hereinafter "MTX") is pleased to submit our response to Proposal ID: SOS-26-002 from the Indiana Secretary of State for Critical Enterprise Application Maintenance and Support - BSD/ADSD.

Our experienced team is committed to delivering a thorough and actionable assessment by engaging stakeholders, benchmarking best practices, and developing strategic recommendations tailored specifically to the Indiana Secretary of State's goals and operational values.

Enclosed you will find our detailed proposal addressing the required evaluation criteria, scope of services, and a clear cost estimate.

MTX certifies that the proposal is a valid and binding offer and that our signatory is authorized to sign the proposal.

## In case of any clarifications regarding our response, please reach out to the below contact:

David J. Roybal RVP, Client Partner MTX Group, Inc.

Address: 6303 Cowboys Way #400, Frisco, TX 75034

Telephone No. (505) 920-9517

Primary Email: David.Rovbal@mtxb2b.com

Thank you for your consideration.

Sincerely.

Dastagir Nobel

Founder and Chief Executive Officer

MTX Group (MTX) 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.

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

## 1. Scope

#### INBiz/BSD/ADSD AWS support

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 services are effective upon signature by both parties with current services continuing July 1, 2025, and expiring June 30, 2026.

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. 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. 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.

#### 2. 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.

### 3. Incident Management Process:

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

## 4. Change Management:

Following the 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.

#### 5. 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.

### 6. 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.

## 2. Deliverables

## **INBiz/BSD/ADSD 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> <li>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.</li> <li>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.</li> </ul>
Operations Support Model	<ul> <li>Analyze existing support processes and identify areas for improvement.</li> <li>Define roles and responsibilities within the operations support team.</li> <li>Develop a prioritization framework for incidents based on severity, impact, and urgency.</li> <li>Implement incident management tools and procedures for effective resolution and escalation.</li> <li>Identify key stakeholders and SMEs who are required to sign-off on support incident resolutions before those fixes are tested and deployed to Production</li> </ul>

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

## INBiz/BSD/ADSD 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 / VP Delivery / 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)	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.  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.	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	With in 32 Business Hrs

## **Case Resolution Process**

## INBiz/BSD/ADSD AWS Support

Initiation	Triage	Resolution
<ul> <li>Business user identifies an issue</li> <li>Business user communicates to client point of contact</li> <li>Client point of contact assesses business request worthiness and priority</li> <li>Client point of contact logs a case in MTX Beans portal</li> <li>Automatic email acknowledgment sent to client point of contact</li> </ul>	<ul> <li>Case triaged by MTX MS Lead</li> <li>All required information populated and prioritized within contractual parameters</li> <li>Communicates with client point of contact for clarity when needed</li> <li>MTX MS Lead assesses a Level of Effort (LOE) for request</li> <li>Forwards to support queue</li> </ul>	<ul> <li>Pooled MS team receives notification of new client request in queue</li> <li>Pooled MS team picks up requests from the queue (based on priority, skillset, etc.)</li> <li>Pooled MS team calls on internal SMEs as needed</li> <li>Email for dialog about case with client</li> <li>Updates case status &amp; resolution note's fields, which will be used on reports</li> </ul>

## **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.

## 3. Timeline

## INBiz/BSD/ADSD AWS Support

Resource	7/2025	8/2025	9/2025	10/2025	11/2025	12/2025
Technical PM	.5	.5	.5	.5	.5	.5
Architect/SME	.5	.5	.5	.5	.5	.5
Sr Consultant	.5	.5	.5	.5	.5	.5
Consultant	.5	.5	.5	.5	.5	.5

Resource	1/2026	2/2026	3/2026	4/2026	5/2026	6/2026
Technical PM	.5	.5	.25	.25	.25	.25
Architect/SME	.5	.5	.25	.25	.25	.25
Sr Consultant	.5	.5	.25	.25	.25	.25
Consultant	.5	.5	.25	.25	.25	.25

Staffing Approach

## **Engagement with current MTX Support team and members**

The Indiana Secretary of State is currently engaged with an MTX project team for a support project. The MTX project team members hold key functional and technical information that is applicable to the scope of this SOW.

MTX PM's, Architects, Business Analysts, and technical leads assigned to the ongoing Indiana SOS engagement will be directly staffed to fill roles on this engagement when appropriate, and full knowledge transfer will be given to team members when required.

## **Security Considerations**

<sup>&</sup>quot;Business Hours" is the period from 8 am to 5 pm Eastern, Monday through Friday.

Any consultants with access to production environments and/or data will be US-based and may be subject to background checks. The table below shows the key roles and responsibilities of the anticipated resources that will be assigned to this project.

## **Roles and Responsibilities Matrix**

Resources	Responsibilities	US Based	Available Onsite
Project Manager	Oversees implementation projects from initiation to closure, manages project timelines, budgets, resources, and stakeholders, and ensures successful delivery of projects within scope.	Yes	Yes
Business Analyst	Gathers and analyzes business requirements, translates them into functionalities, creates user stories, conducts informal train the trainer, and provides ongoing support and optimization recommendations.	Yes	Travel when necessary
Business Architect (BA)	Designs end-to-end solutions, including system architecture, integration with external systems, data modeling, security design, and scalability planning.	Yes	Travel when necessary
Technical Lead	Provides strategic guidance and advisory services to optimize implementations, assists in defining business requirements, recommends best practices, and helps with system architecture and design.	Yes	Travel when necessary
Developer	Focuses on developing components, web components, and pages to create modern and user-friendly interfaces within the solution.	No	No
Integrations Developer	Specializes in integrating with other systems and applications, including ERP systems, marketing automation platforms, customer service tools, and data warehouses, using APIs, middleware, and integration tools	No	No
Security Tester	identify, assess, and mitigate security vulnerabilities throughout a project's lifecycle by conducting security testing, ensuring compliance with security standards, reviewing code and configurations, and collaborating with teams to secure the solution's infrastructure, applications, and integrations.	No	No
Performance Tester	Evaluate and optimize system performance by conducting load, stress, and scalability testing, analyzing response times, resource usage, and bottlenecks, and collaborating with teams to ensure the system meets performance benchmarks and scales efficiently under expected and peak loads.	No	No

Accessibility	Ensures the solution meets accessibility standards by evaluating	No	No
Tester	user interfaces, conducting tests for compliance with guidelines		
	like WCAG, identifying barriers for users with disabilities, and		
	collaborating with teams to improve usability and inclusivity for		
	all users.		

Resumes of Key Personnel

## Katie Kaupke, Lead Consultant

MTX Group Inc | Indianapolis, Indiana, United States

## **Professional Summary**

Skilled Business Analyst with over a decade of experience in the technology industry, with a focus on process improvement, infrastructure, and security. Strong communication and collaboration skills with the ability to communicate effectively with technical and non-technical audiences.

## Technical Expertise

- Process Diagramming
- Data Mapping
- Story Creation
- Cloud Infrastructure Management
- System Administration
- Disaster Recovery Planning
- Incident Response
- System Monitoring
- Reporting

#### Project Experience

Indiana Secretary of State | Amazon Web Services Support | JUL 2024 - PRESENT

Business Analyst - MTX Group Inc. Responsible for gathering requirements and developing a deep understanding of the business processes required to facilitate a successful transition from on-prem infrastructure to AWS cloud infrastructure. Utilized the following technologies: Amazon Web Services, Azure DevOps, and Microsoft Teams

## **Employment History**

#### Lead Consultant | MTX Group Inc | JUN 2024 - PRESENT

Responsible for creating the bridge between clients and the development team to synthesize Salesforce facilitation development stories and create a solution. Able to simplify complex business requirements into incremental changes to ensure continuous progress.

#### DevSecOps Manager | Engineered Innovation Group | JUN 2023 - JUN 2024

Responsible for evaluating the security posture of cloud infrastructure and providing support to ensure successful support of compliance standards such as HIPAA, NIST, and SOC2. Provided guidance to early-stage start-up clients to create security and compliance roadmaps, baseline security policies, and risk assessments. Represented clients during customer-facing security architecture reviews.

## DevSecOps Architect IV | Empower AI | OCT 2022 - MAY 2023

Responsible for analyzing cloud infrastructure and deployment pipelines to provide guidance on cost saving and efficiency measures. Supported the successful implementation of CMMI (Capability Maturity Model Integration) for the engineering team.

## Director, Security & Infrastructure | MetaCX (MetaImpact) | APR 2018 - OCT 2022

Responsible for developing and maintaining cloud infrastructure to support a 24/7/365 data streaming application and ensured all infrastructure and deployments upheld NIST and SOC2 compliance guidelines. Developed and facilitated processes for incident response, disaster recovery, and site reliability monitoring.

## Technical Business Analyst | Appirio, Inc. (Wipro) | JAN 2014 - APR 2018

Responsible for analyzing processes and gathering requirements to effectively communicate project needs between clients and development teams. Able to support multiple work streams over the life of a project through planning, story development, data mapping, implementation, and testing.

#### **Education & Certifications**

## Indiana University | Bachelor of Arts, History | 2006

Bloomington, Indiana, United States

Indiana University Purdue University, Indianapolis | Bachelor of Science, Informatics | 2013 Indianapolis, Indiana, United States

## Parthasarathi Chandramohan (Partha), Principal Consultant

MTX Group, Inc | Ashburn, Virginia, United States

## Professional Summary

As a seasoned cloud architect with over 20 years of experience spanning application development, enterprise collaboration, and process and data modeling, I bring deep expertise in designing and implementing scalable, cloud-native solutions. Proficient in both Waterfall and Agile SDLC methodologies, I leverage exceptional communication and leadership skills to guide cross-functional teams in adopting best practices, solving complex architectural challenges, and consistently delivering on project milestones. Committed to fostering a culture of innovation and operational excellence, I have a proven track record of driving successful, transformative outcomes in cloud strategy and deployment.

#### Technical Expertise

- Amazon Web Services (AWS): In-depth experience as a Systems Development Engineer at AWS, including optimizing core systems and automating infrastructure tasks, resulting in a 50% productivity improvement.
  - Designed a decision engine matrix for real-time fraud remediation, saving significant engineering hours and enhancing operational efficiency.
  - Led the development of a large-scale testing platform for telecom services, ensuring scalability and maintaining 99.999% availability.
  - Delivered a self-service API module for regulatory compliance, reducing customer dependency on support teams.
- Advanced Problem-Solving: Proven ability to troubleshoot and resolve complex system issues, leveraging deep technical knowledge and innovative thinking to deliver impactful solutions under pressure.
- Infrastructure Automation: Expertise in implementing CI/CD pipelines and automating infrastructure using Terraform, AWS Cloud Development Kit (CDK), and other frameworks to create deployment workflows, ensuring secure and scalable infrastructure while enhancing deployment speed and reliability across complex environments.
- Operational Excellence: Developed disaster recovery strategies and business continuity plans, ensuring system resilience and uninterrupted service delivery.

#### Project Experience

NYS Board of Elections (NYSBOE)| Cloud Migration and Infrastructure Modernization Project | NOV 2024 - PRESENT

Principal Consultant - MTX Group Inc. AWS Infrastructure Expertise: Designed and implemented scalable cloud architecture for the migration of NYSBOE's elections database and data warehouse to AWS GovCloud, ensuring compliance with federal security and regulatory standards. Automation and Cost Optimization: Automated infrastructure provisioning and resource management using Terraform integrated with CI/CD pipelines, ensuring compliance, cost-efficiency, and rapid deployment of cloud resources. Disaster Recovery and Business Continuity: Developed and implemented disaster recovery strategies and business continuity plans to ensure operational resilience and high availability of mission-critical systems. Operational Excellence: Conducted operational readiness assessments, including system patching, backup/restoration, and security vulnerability management, to ensure seamless transitions and adherence to SLAs. Client Collaboration and Leadership: Led a multidisciplinary team, coordinated with NYSBOE stakeholders, and provided end-to-end technical and strategic consulting to align with organizational objectives and priorities.

### **Employment History**

## Systems Architect | Amazon Web Service (AWS) | JAN 2022- DEC 2024

Joining Amazon Web Services was a thrilling experience becoming a cloud systems architect for the fastest growing Amazon Connect's Telecom Engineering Team. Responsible for optimizing the core business systems and automating repetitive tasks to enhance overall efficiency. Greatest achievement was the automation of remediation tasks for fraud-related issues. Developed a decision engine matrix that could be fed with real-time data to automatically resolve these issues. This not only saved the engineers' time by 50% who were previously checking them manually but also improved overall productivity.

Moreover, while working on automating fraud remediation tasks, was entrusted with designing large-scale testing platforms for telephone numbers in different countries across various regions. The challenge was to ensure that the design met AWS standards for scalability and maintained 99.999% availability. Improved team productivity by 50% by automating repetitive tasks.

The latest project was to design and implement a self service module API for the customers to reduce dependency on the support teams specifically for tasks that deals with telecom regulatory paperwork. These APIs provide a secure way to share the regulatory documents with respective telecom carriers in the served country across the globe.

## Solutions Architect | AARP | DEC 2015 - JUN 2022

Excelling as a Solutions Architect, taken on larger projects and collaborated with business units to chart long-term technical roadmaps. Overseen critical projects that have directly resulted in positive business outcomes, earning accolades from various business and project groups. Leading a team of 20 developers, was responsible for optimizing processes to improve member experience and owning and maintaining 24 different applications. Migration to VMWare Tanzu cloud foundry to increase the speed of delivery to market and standardizing runtimes and development frameworks. Designed a middleware layer to integrate Adobe's Audience manager with Salesforce marketing cloud to provide near real- time personalized email engagement. Designed a B2B platform for AARP's staying sharp business to onboard many business partners to provide AARP's brain health product to their employees. Optimized processes to improve member experience, resulting in positive customer sentiment scores. Responsible for owning and maintaining 24 different applications. Executed various projects successfully providing business value. Improved web performance of key applications, resulting in over 9% revenue increase. Received multiple achievement awards. Recognized as a trusted partner from various business and project groups.

## Java Solutions Architect / Technical Lead / Principal Consultant | Ciber | JUL 2013- DEC 2015

As the Java Technical Lead on AARP-DSO's application development team, took charge of technical direction, coding standards, code reviews, and team stability to deliver successful projects. Actively assisted the Project & Product team in identifying and prioritizing opportunities for utilizing technology to achieve the goals of the enterprise, consistently employing best practices and a deep understanding of internal and external business issues to enhance products or services. Assist Project & Product team in identifying and prioritizing opportunities for utilizing technology to achieve the goals of the enterprise. Use best practices and knowledge of internal or external business issues to improve products or services. Improved release process and managed on-call rotation. Awarded as High achiever and DSO All star of the month. Provided both hardware and software solutions to display/monitor online registration, join, renew by geography, and overall site traffic. Architected solution for AWS. Designed High volume data read/write store with DynamoDB. Designed throttling for web

service calls using Elasticache. Led migration of complex systems: Web access management to Gigya, Pluck online communities to Lithium, Pluck user comments to Livefyre. Fought against major security breaches. Improved release management process to reduce overall cost per release

#### Technical Project Lead | Corepoint Consulting Inc | JUL 2010- JUN 2013

Experienced Java developer, designed, developed, and tested software applications using cutting-edge J2EE technologies. In my role as a technical consultant on the Enterprise Security team at Marriott International, Bethesda, MD, I was responsible for managing the Secure Distributed proxy application. This critical application is used to encrypt and decrypt CC transactions by generating a proxy number and vice-versa, ensuring that Marriott remains PCI compliant. Working collaboratively with clients, gaining a deep understanding of their requirements and using this insight to provide production support, drive feature development, and provide seamless integration support for other application teams. Dedication and expertise have helped to ensure the security and success of Marriott's enterprise systems. Worked extensively on IBM WAS 6.1, Spring 2.1, Hibernate and Core Java. Worked extensively on Active Directory (AD) to manage individual property access and provisioning certificates for the local systems to access and run payment processes on centralized servers or run them locally in the property in an event of network outage.

Software Engineer | Association of American Medical Colleges | SEP 2007- JUL 2010

Utilize Java technologies to develop and design new services and systems. Work with customers to assess business needs, document requirements, design solutions, and create prototypes. Also maintain an existing suite of Web applications. Ongoing project to improve efficiency among multiple platforms by reengineering medical college application systems. Recently assigned lead role. Using Spring framework and Hibernate with Websphere applications server under SO architecture and also used Axis2 for stub generation as well as generating WSDL from java for one of the service prototypes which was developed in WS style. Responsible for ongoing technical and operational support. Apart from developing services, the role is also involved in architecture design of data models and integration strategies. Recent accomplishment includes creating a full working prototype to confirm data model design, integration strategies and phase out mechanism of the legacy system. Reduced operating costs by developing new features to existing application programs, bringing outsourced functions in-house. Used JAXB, spring framework and JMS.

Recognized by management for achievement in this project and rewarded with a lead role in the next

## Software Engineer | Bahwan Cybertek | NOV 2003- SEP 2007

Design, development and testing of software applications using Java and J2EE technologies. Some roles involved collaboration with clients directly for understanding the requirements. Datalex Integration, Affinion Loyalty Group, Richmond, VA - Worked as technical lead on expense workflow automation development team. Developed core API, including data access. Performed unit tests using JUnit. o Worked extensively on Weblogic Integration platform 8.1, Java, Hibernate and Weblogic 8.1Device Naming Application (DNA -Dionysus), Harvard University, Boston, MA - The Naming Application generates a name based upon information given to it and an internal algorithm, which ensures the uniqueness and adherence to the established naming standard. Directly involved in understanding the requirements from the end users. Used Java, XML, JSP, Struts, MS Active Directory, Hibernate and Weblogic 8.1. Team Approach 10 (TA10), Target Software, Boston, MA - TA10 is an application that was developed exclusively to cater non-profit organizations to deal with their donors. The application has a very rich client user interface where Ajax is used extensively to provide users an entirely different dimension at web UI. o Involved in developing a custom rules engine and UI. User Java, XML, JSP, Struts, Hibernate, Ajax and Tomcat 5.5. Rules Engine for Branch Transformation System (BTS), BCT, Boston, MA - This is a key component in a smart business solution for the banking industry. The need of business is that it has to provide its customers a value product that would perfectly suit them based on the history and relationship they have with the bank. This is a component, which is designed to serve the purpose of evaluating a set of predefined rules, o Involved in the design of the core rule execution component. Developed rule authoring tool, Used Java, XML, JSP, Oracle 9i, Spring and Jboss 4.0.0

**Education & Certifications** 

project. (See above.)

Master of Science in Software Engineering | Periyar University, India | 2003 Salem, India

## Kalyan Kankanala, Director

MTX Group Inc | Frisco, Texas, United States

#### Professional Summary

Results-driven Delivery Director with over 17 years of experience in integrations and a proven track record of managing large-scale projects. Skilled in driving 100% on-time delivery by building strategic partnerships with state agencies and cross-functional teams.

Expert in leading technology strategy and product delivery, with extensive experience handling a high volume of integration partners (customers/suppliers) in the B2B/EAI ecosystem.

#### **Technical Expertise**

- Integration Tools: MuleSoft, webMethods, GXS, Enterprise Gateway, Application Integrator, Inovis, Easylink, OpenText, WTX, Jenkins, GitHub, Workato, Dell Boomi, Informatica
- CRM Technologies: Salesforce, Dynamics 365
- Cloud Technologies: AWS, GCP, Azure, dockers, kubernetes.
- ERP Systems: SAP ECC, SAP XI, Oracle Apps
- Project Management Tools: MS Office, QlikView, Jira, Workday, Splunk
- Support Tools: Peregrine, Toad, SQL developer, HP QC, Clarity, Heat, Jira, Lotus notes, Nagios, Cacti.
- EDI Document Standards: EDI X12 850, 855, 856, 810, 997, 211, 215, 832. EDI EDIFACT ORDERS, ORDRSP, DESADV, INVOIC. ROSETTANET 3A4,3A6, 3B2, 3C3. cXML, xCBL, FlatFiles (fixed length and delimited), IDOCs ORDERS, ORDERSP, INVOIC, SHPADV
- EDI Messaging Protocols: AS2, FTP, FTPS, SFTP, HTTP, HTTPS, Web Services (SOAP & REST), EASYLINK and OPENTEXT VAN services.
- Compliance: PCI, SOX, TLS, Security compliance, HIPPA, FERPA,
- Domain & Vertical Knowledge: Retail (Supply Chain Management), Logistics, Transportation, Health care, Manufacturing, Hospitality, Grant Management, Vaccine Management, Childcare, Licensing, Board of Elections, Commercial and Public sector.

#### **Project Experience**

#### Indiana Secretary of State | AWS Support and Modernization | JAN 2022 - OCT 2022

**Delivery Director - MTX Group Inc.** Responsible for overseeing end-to-end project delivery, ensuring clear and consistent communication with clients to align on project goals, timelines, and expectations. Manages project risks by proactively identifying potential issues, implementing mitigation strategies, and ensuring they are addressed effectively to avoid disruptions. Leads resource management efforts by allocating and optimizing team resources to meet project demands and deadlines efficiently. Serves as the primary liaison for understanding and translating customer requirements into actionable project plans, ensuring that solutions are tailored to meet client objectives and maintain high customer satisfaction throughout the project lifecycle. Utilized the following Technologies: AWS Products, DotNet applications

Missouri Department of Elementary and Secondary Education | Childcare Data System | MAR 2023 - JAN 2024

Integration Architect - MTX Group Inc. As an Integration Architect designs and oversees the technical solutions connecting systems within the project. Ensured seamless data flow, optimized system interoperability, and enhanced overall process efficiency. This involves assessing requirements, designing integration frameworks, and addressing technical challenges. Worked closely with stakeholders to align solutions with business goals and ensure compliance with standards. Expertise includes data mapping, middleware configuration, and API management. Utilized the following Technologies: MuleSoft gov cloud, Salesforce.

New York State Office of Children and Family Services | ARPA Grants Management | MAY 2021 - NOV 2021

Integration Architect - MTX Group Inc As an Integration Architect designs and oversees the technical solutions connecting systems within the project. Ensured seamless data flow, optimized system interoperability, and enhanced overall process efficiency. This involves assessing requirements, designing integration frameworks, and addressing technical challenges. Worked closely with stakeholders to align solutions with business goals and

ensure compliance with standards. Expertise includes data mapping, middleware configuration, and API management. Utilized the following Technologies: Salesforce, AWS Cloud

## **Employment History**

#### Delivery Director | MTX Group Inc | APR 2024 - PRESENT

Dynamic Delivery Director with extensive experience overseeing operations across a five-state region, managing over 10 delivery and managed services projects simultaneously. Proven track record of leading a diverse team of 100+ professionals to deliver exceptional results, with a history of 0 failed or escalated projects. Lead delivery operations for multiple projects across a five-state region, ensuring alignment with organizational goals and client expectations. Manage all new and future sales engagements, collaborating with regional teams to drive growth and expand market presence. Provide technical solutions during the sales process, leveraging expertise to enhance client proposals and project feasibility. Serve as the primary point of contact for all delivery-related communications, fostering strong client relationships and ensuring seamless project execution. Implement best practices in project management to maintain a high standard of delivery excellence and client satisfaction. Successfully managed a diverse portfolio of projects, achieving 100% on-time delivery and zero escalations. Developed and mentored a high-performing team, enhancing overall productivity and project outcomes. Strengthened client relationships through proactive communication and effective issue resolution, leading to increased customer loyalty and repeat business.

#### Director of Data & Integrations | MTX Group Inc | MAR 2022 - MAR 2024

Spearheaded the strategic direction and execution of data management and integration initiatives at MTX Group, driving the successful delivery of innovative solutions to clients. Established strong partnerships with MuleSoft, AWS, Salesforce, Carahsoft, and other third-party vendors, while actively engaging in over 100 Request for Proposal (RFP) processes to contribute accurate Level of Effort (LOE) estimates and valuable insights. Successfully delivered 50+ projects on time and within budget by leveraging expertise in project management, data architecture, and integration methodologies. Managed and led a team of 60+ professionals, fostering a collaborative, high-performing work environment, and overseeing 60+ AWS accounts to meet diverse project needs. Collaborated with MuleSoft on over 20 integration opportunities, mentored team members in areas such as MuleSoft integration, AWS services, project management methodologies, and data migration strategies, and emphasized the importance of work-life balance to ensure both personal well-being and professional excellence.

## Senior Integration Architect | MTX Group Inc | MAR 2021 - FEB 2022

Provided support to MTX customers and engagement teams in planning and developing innovative digital products, serving as the technical architect on digital transformation initiatives and collaborating with clients and internal teams. Defined end-to-end systems architecture and design to ensure alignment with business and operational requirements, while developing component, service, and interface definitions, as well as system implementation strategies and operational frameworks. Successfully built and delivered vaccine management solutions, integrating with state systems to transmit health records, and developed solutions for vaccine and grant management, including vendor integration for verification and payment processing. Completed multiple grants management and vaccination projects across various states and counties, while helping to establish gold standards in Integration and AWS domains.

## Lead Architect | Appirio | MAR 2018 - FEB 2021

Spearheaded the reengineering and redesign of baseline architecture to align with the new target digital platform, ensuring seamless integration with the CIO's strategic roadmap. Designed application architecture, assessed stakeholder impacts, and conducted thorough risk analyses during migration to the target architecture, successfully migrating 75 applications to the MuleSoft platform. Streamlined processes, resulting in a 2x improvement in business and operational timelines, and optimized workflows to achieve an 80% reduction in customer support tickets. Enhanced design efficiencies led to a 50% reduction in infrastructure power consumption. Oversaw the migration of approximately 250 legacy applications to cutting-edge digital platforms and evaluated technologies to establish an advanced digital platform in North America, leveraging cloud technologies for centralized integration. Enforced industry-standard coding, development, automated testing, and deployment practices, ensuring 100% quality code and timely application delivery. Implemented API-led architecture with a microservices approach, accelerating business solution delivery by 4x, reducing costs by 2x compared to legacy systems, and improving support processes by 4x.

Worked as a Technical Architect and Manager, overseeing North America's B2B integration systems and managing team members. Interacted with customers, suppliers, freight carriers, banks, and other vendors globally to understand business requirements and provided integration solutions to enable seamless electronic transactions with VWR. Successfully onboarded clients into B2B systems using industry standards, managing 41% of VWR North America's business reliant on these systems. Designed and deployed an automated framework to handle warehouse shipments, reducing labor workload by two-thirds and saving an average of \$40K monthly. Implemented a second-level credit card authentication process, preventing approximately \$1.4M in annual breaches. Decommissioned outdated TLS versions, ciphers, and SHA1 certifications in AS2/HTTP/HTTPS processes to enhance compliance and avoid system breaches. Streamlined business processes and systems, resulting in annual savings of \$300K in server and process maintenance. Upgraded EDI versions from 004010 to 005050 and 006030, while interacting with and supporting approximately 3,000 B2B clients.

Technical Architect and Consultant | J&J, Wyndham, Fedex, EMC2 | JUL 2006 - AUG 2014

Developed migration plans in collaboration with 70 affiliates at Johnson & Johnson, successfully migrating approximately 400 B2B systems to webMethods version 9.12. Resolved bugs with the product support team before migration by modifying service code and components for compatibility. Automated test case execution and implemented RESTful APIs for recruitment process outsourcing. Contributed to the migration of Kinkos clients to FedEx enterprise systems by designing the migration landscape and project plan, completing the project on schedule with a team of five. This effort decommissioned Kinkos systems, resulting in significant infrastructure cost savings. Trained team members on new integration technologies and optimized code for improved performance and reduced latency. Served as a Subject Matter Expert (SME) for onshore and offshore teams, managing webMethods integration systems and ensuring secure customer data and transactions. Integrated payment gateway services with vendors like Equifax and TransUnion, handling secure credit card transactions including sale, void, refund, authorization, and settlement. Designed and deployed an Automated Voice System (AVS), reducing customer service call volume by 60%, and implemented data masking and tokenization to comply with industry guidelines, successfully passing external legal audits. Optimized FICO score and credit card authorization calls using caching techniques, reducing transaction costs and enhancing customer satisfaction. Managed a direct development and support team of four, providing 24/7 support with timely incident reporting, status updates, and effective stakeholder communication to ensure a seamless transaction experience. As a Project Engineer and Senior Project Engineer at Wipro, gained extensive experience across multiple clients. contributing to requirements gathering, effort estimation, design, documentation, development, testing, and production support. Key accomplishments included onboarding approximately 7,000 B2B clients into an integration system to automate Customs and Excise processes for the Indian central government, implementing GLN and GTIN compliance per FDA guidelines, expanding business processes through client integrations with EMC, and resolving 2,000 critical issues with detailed root cause analysis and resolution documentation.

#### **Education & Certifications**

## Master in Science | Birla Institute of Technology and Science | 2010

Pilani, Rajasthan, India

#### Certifications:

MuleSoft GTM

The Open Group Certified: TOGAF® 9 Certified The Open Group Certified: TOGAF® 9 Foundation

The Open Group Certified: TOGAF® Standard, Version 9.2

AWS Solution Architect- Associate
MuleSoft Hyper Automation Specialist
MuleSoft Certified Developer - Level 1 (Mule 4)
MuleSoft Certified Platform Architect - Level 1
MuleSoft Certified Integration Architect - Level 1
Salesforce associate

Salesforce AI associate Boomi Integration associate

## **Abhishek Kumar, Technical Architect**

MTX Group, Inc. | Texas, USA

## **Professional Summary**

Experienced and certified Salesforce Technical Architect with a proven track record of designing, implementing, and optimizing complex Salesforce solutions for diverse industries. Possessing a comprehensive understanding of Salesforce platform capabilities, coupled with proficiency in multiple programming languages and extensive knowledge of integration techniques, He brings a strategic mindset to architecting scalable and efficient solutions tailored to meet specific business needs. Skilled in leading cross-functional teams, managing stakeholder expectations, and driving projects from conception to successful deployment, he is committed to delivering innovative solutions that maximize ROI and drive business growth.

- Name and level in organization: Senior Technical Manager
- Years of total industry experience: 8 Years
- Years working for Contractor company (or previous company acquired by Contractor, if applicable): 3 years (2021 - Present)
- Proposed role on project: Technical Architect
- Geographic location: Frisco, Texas
- Experience in the proposed role: 3 Years
- Role in the last three projects: Please see Project Experience section below.
- Projects that they have worked on with any other proposed team members: Please see Project Experience section below.
- Level of experience working with the integrated suite of products proposed by the Contractor: 3
- % Dedicated to the project in each phase: Please see percentage allocations in the attached Staffing Plan.

## Technical Expertise

Apex, Lightning Components(Aura/LWC), SOQL, SOSL, Flows, Javascript, HTML5 & CSS3, Bitbucket, Github, Gitlab, Omnistudio(Vlocity), Omniscript, Integration Procedures, Flexcards, Dataraptors, Tableau, Figma, Balsamiq, Technical Architecture, Solution Design, Data Modeling

### **Project Experience**

#### MTX Group Inc.| Senior Technical Manager | February 2021 - Present

As a senior technical manager, responsible for technical design and solution that utilizes Salesforce and related technologies to solve business problems across a diverse set of public sector departments. Making sure that the technical and functional teams are following best practices while delivering successful outcomes for our clients. Reviewing the architecture and code written by the team and ensuring that secure and reliable systems are delivered.

## Role in the last three projects:

#### MO: Professional Licensing Implementation | Enterprise Architect | September 2022- Present

Project is to implement an online customer portal for the Department of Professional Registration for 280 different license types on the Salesforce Public Sector Foundations Platform. This would replace the paper based process currently in use. It would enable the MO DPR staff to review, approve and reject applications in one place and the system will automatically send notifications to the applicant at each stage of the process. System will be integrated with external applications to enable online payments and long term document storage for compliance purposes. Applicants can self register on the portal to start the process.

The project will also have inspections capability to help field inspectors capture violations and investigation results even when they are offline.

## Responsibilities:

- Designed the solution for the Department of Professional Registration on PSF(vlocity/omnistudio) to accept online applications for issuing licenses
- Built robust and scalable architecture to account for annual growth in the number of users.
- Created a robust review and approval process using flows, lwc and apex to allow MO DPR to manage everything in one place. They can also schedule inspection visits from the system.
- Integrated the system with JetPay for payment processing, Onbase for long term document storage and Adobe for document generation and 30-35 other interfaces to automate a lot of workflows.
- Enforced best coding practices, dev ops process and documentation to ensure the system is future proof.

#### NM DOT Permitting Portal

Project is to implement an E-Permitting Portal for the Department of Transportation for nine different permit types on the Salesforce PSF Platform. This would replace the paper based process currently in use. It would enable the NMDOT staff to review, approve and reject applications in one place and the system will automatically send notifications to the applicant at each stage of the process. System will be integrated with external applications to enable online payments and long term document storage for compliance purposes. Applicants can self register on the portal to start the process.

#### Responsibilities:

- Designed the solution for the Department of Transportation on PSF(vlocity/omnistudio) to accept online applications for issuing permits
- Utilized LWC and google recaptcha to create a secure self registration portal
- Created a robust review and approval process using flows, lwc and apex to allow NMDOT to manage everything in one place. They can also schedule inspection visits from the system
- Integrated the system with cybersource for payment processing, AWS for long term document storage and ArcGis for maps

#### WY: DFS Utilities Assistance Management System

Project is to implement utilities assistance management for the Department of Family Services to handle online applications for providing utilities assistance. The system allows self registration and creates an account record that is used to store household information. Applicants can apply for assistance in different kinds of utilities such as water, energy and weatherization. DFS staff have the ability to review the application and ask for more information if needed. Once the application is approved, a complex benefits calculation will decide the final amount that will be paid to the applicant. Vendors can login to their portal and see the applications and continue the process.

#### Responsibilities:

- Designed and developed a system on PSF(vlocity/omnistudio) that enables applicants to submit online applications and upload supporting documents
- Created the complex approval process and benefits calculation that enables DFS staff to review applications thoroughly
- Also, implemented portals for vendors to view their customers applications and get paid based on the services rendered to the applicants
- Utilized a lot of omnistudio features along with core salesforce platform to deliver a successful product
- Reviewed the code written by developers to make sure that best practices were followed

Utilized Technologies: Salesforce, Salesforce Lightning, Omnistudio, Apex, VF Page, LWC, Experience Cloud

NM ECECD Grants Management | Technical Lead

Project was to implement a grants management system to handle ARPA funds distribution to help child care facilities and professionals working in those facilities. Facilities data was pre-loaded into the system and applicants self registered on the portal. Once logged in, they search for their facility and need to verify via OTP to start the application process. This makes sure that the system is secure from unauthorized applications. NM ECECD staff review the application and initiate the payment process.

## Responsibilities:

- Utilized PSF(vlocity/omnistudio) along with grants management package to build an end to end process from application to payments
- Reviewed the code written by developers to make sure that best practices were followed.
   Incorporated vlocity best practices to ensure a robust application
- Integrated the system with AWS for sending notifications to applicants at different stages of the process
- Worked on omniscript, integration procedures, data raptors and flex cards to solve business problems

**Utilized Technologies:** Salesforce, Salesforce Lightning, Omnistudio, Apex, VF Page, LWC, Aura, Platform Events, Experience Cloud

### Nevada Vax | Technical Lead

Project was to help Nevada manage COVID-19 vaccinations. It was later expanded to handle all the vaccinations including flu and monkeypox. Patients can book their appointment from an unauthenticated portal and slots will be blocked based on the vaccine selected. Clinicians can login to the clinic portal and search for appointments. They also have access to all the appointments scheduled for the day. They can manage appointments, inventories and all the vaccine events from one place.

## Responsibilities:

- Worked as a developer to implement multiple features as part of the vaccine management solution
- Gradually stepped up to lead a team of developers to improve the system while delivering many new enhancements
- Upgraded the system to handle all vaccinations and gave the users ability to add any new vaccine without needing any code change
- Implemented marketing cloud for sending notifications to users

**Utilized Technologies:** Salesforce, Salesforce Lightning, Apex, VF Page, LWC, Aura, Platform Events, REST Web Services, HTTP Callouts, Experience Cloud

## Ecolab Inc. | Software Engineer | FEB 2020 - JAN 2021

Responsible for technical design and implementation to solve business problems related to B2B commerce. Led vendor code review sessions. Notable Projects include:

#### **Ecolab Connect | Dev Lead**

The project was to streamline the online ordering and support process for customers. It allowed customers to place orders, track their orders, and open cases. Responsibilities included:

- Designed and implemented an application from the ground up to allow sales reps to place orders from the Salesforce app and website for B2B commerce
- Implemented lightning aura components to handle end-to-end ordering process on top of sales cloud and created lightning web components for a lightning community

 Reviewed the code written by junior developers and vendors to make sure that code adhered to the best practices

## Deloitte | Business Technology Analyst | APRIL 2018 - FEB 2020

Responsible for converting requirements into stories and writing the logic to implement solutions to the problems. Notable Projects include:

## Global Movie Studio | Salesforce Developer

The project was to allow the marketing department to manage movie promotion budgets and plan the campaigns in Salesforce. Responsibilities included:

- Implemented frameworks like TriggerHandler and Integration Framework that were reusable and easy to customize
- Leveraged integration framework to implement multiple outbound and inbound integrations using REST
- Used GitHub and Jenkins to implement continuous integration and deployment. Completed multiple production deployments successfully
- Lead requirement gathering sessions with the client and documented the resulting stories on JIRA

#### Tata Consultancy Services | Assistant Systems Engineer | NOV 2016 - FEB 2018

Responsible for working on backend code development along with Salesforce configuration. Notable Projects include:

### UK Retail Chain | Salesforce Developer

The project was to streamline the vendor onboarding process and manage the contracts. Responsibilities included:

- Implemented a vendor relationship management system for the client so that they can efficiently manage their procurement from thousands of suppliers
- Worked on test classes, apex triggers, apex classes, and declarative features of the salesforce

#### **Education & Certifications**

Engineer's Degree, Electrical, Electronics, and Communications Engineering | Gurukula Kangri Vishwavidyalaya | 2012 - 2016

Haridwar, Uttarakhand, India

#### Salesforce Certifications:

Salesforce Platform Developer 1

Salesforce Platform Developer 2

Salesforce Certified Administrator

Salesforce Certified Platform App Builder

Salesforce Certified Sales Cloud Consultant

Salesforce Certified Service Cloud Consultant

Salesforce Certified Experience Cloud Consultant

Salesforce Certified Data Architect

Salesforce Certified Javascript Developer 1

Salesforce Certified Sharing and Visibility Architect

Salesforce Certified Application Architect

Salesforce Certified Omnistudio Consultant

Salesforce Certified Omnistudio Developer

#### **AWS Certification**

**AWS Certified Cloud Practitioner** 

## **Jude Voss, Senior Consultant**

MTX Group, Inc | Santa Fe, New Mexico | United States

#### **Professional Summary**

Dynamic leader with a strong track record of successfully leading complex projects across health, government, and emergency management sectors. Expert in leveraging technology, including Salesforce, to enhance project delivery, streamline processes, and ensure stakeholder satisfaction. Proficient in managing budgets, schedules, and team communications to achieve project objectives efficiently.

#### **Technical Expertise**

## Salesforce Expertise:

- 17 years of experience with Salesforce, including 13 years in Sales Cloud and Service Cloud.
- Proficient in workflows, approval processes, and user setup/role hierarchy.
- Experienced in using Data Loader for data management and migration.

#### **Project Management:**

4 years experience with leading multiple projects in the Gov Cloud and Public Sector, focusing on:

- Grant Management
- Professional Licensing
- COVID applications

10 years experience with leading multiple projects in the Sales, Marketing and Service Cloud, focusing on:

- Partner Relationship Management
- · Optimizing lead routing and conversion processes
- Driving opportunity management and pipeline visibility
- Enhancing campaign effectiveness and ROI measurement

## Project Experience

## Indiana Secretary of State | SOS Securities Modernization | FEB 2025- PRESENT

Senior Project Manager - MTX Group Inc. Overseeing modernization efforts for the SOS Securities Division, leading AWS-based system migrations. Utilized the following technologies: Amazon Web Services (AWS)

#### State of Iowa | ALIGN | AUG 2024- JAN 2024

Senior Consultant - MTX Group Inc. Overseeing the integration of a new platform for licensing, permitting, and inspections, ensuring a smooth transition from legacy systems. Coordinate cross-functional teams to implement efficient solutions using modern API Mulesoft technologies. Utilized the following technologies: Salesforce

#### Indiana Secretary of State | AWS Support | MAY 2024- PRESENT

**Technical Project Manager - MTX Group Inc.** Responsible for supporting and maintaining migrated systems within AWS. Lead a team of skilled AWS specialists to ensure effective discovery, planning, and operational support for INBiz, Business Services Division (BSD), and Auto Dealers Service Division (ADSD) applications, addressing the specific support needs outlined by the Indiana Secretary of State. Utilized the following technologies: Amazon Web Services (AWS)

#### Missouri Office Of Child Care | Child Care Subsidy Implementation | SEP 2023- OCT 2024

**Senior Consultant - MTX Group Inc.** Responsible for overseeing the integrations for Missouri's Child Care Assistance Subsidy application and benefit management processes. Coordinate cross-functional teams to deliver tailored solutions that enhance efficiencies for parents, providers, and state Office of Child Care staff, ensuring accurate and timely delivery of assistance funds. Utilized the following technologies: Salesforce, Mulesoft

New York State Office of Children and Family Services | Workforce Retention Grant LOI| MAY 2023- SEP 2023

Senior Consultant - MTX Group Inc. Managing the integration of new platforms for licensing, permitting, and inspections as part of the Child Care Subsidy Implementation Project, ensuring seamless transitions from legacy systems. Collaborate with cross-functional teams to implement effective solutions utilizing modern API Mulesoft technologies. Utilized the following technologies: Salesforce, Amazon Web Services (AWS)

Washington Department of Health |Healthcare Enforcement and Licensing Management Systems | MAY 2022- MAY 2023

Senior Project Manager - MTX Group Inc. Led the implementation of a Salesforce-based licensing and permitting system for the Washington Department of Health. Managed stakeholder engagement and facilitated cross-functional meetings to optimize regulatory compliance and service delivery, ensuring project milestones were achieved within budget. Utilized the following technologies: Salesforce, Mulesoft

Central New Mexico Community College | Account and Contacts | JAN 2022- MAY 2022

Senior Project Manager - MTX Group Inc. Directed the development of a centralized account management system for Central New Mexico Community College. Oversaw project meetings and coordinated with stakeholders to enhance communication and data accuracy, ensuring project milestones were met on time. Utilized the following technologies: Salesforce

State of New Mexico Department of Finance and Administration | Federal Grants Mgmt | DEC 2021- JAN 2022

**Senior Project Manager - MTX Group Inc.** Managed the redesign of the federal grants management system for the New Mexico Department of Finance and Administration, incorporating Salesforce for streamlined tracking and reporting. Oversaw budget adherence and stakeholder collaboration to enhance grant allocation processes. Utilized the following technologies: Salesforce

State of New Mexico Department of Finance and Administration | Emergency Rental Assistance Program (ERAP)| MAR 2021- MAY 2021

**Senior Project Manager - MTX Group Inc.** Oversaw the implementation of Salesforce to manage the Emergency Rental Assistance Program for the New Mexico DFA. Ensured timely assistance to residents affected by the pandemic by effectively managing project schedules and budgets while adhering to federal compliance requirements. Utilized the following technologies: Salesforce

Vermont: Department of Labor | Pandemic Response | JAN 2021- AUG 2021

Senior Project Manager - MTX Group Inc. Led the Vermont Department of Labor's pandemic response initiative, utilizing Salesforce to track resource distribution and stakeholder interactions. Managed project timelines and budgets to adapt to evolving needs and ensure efficient service delivery during the crisis. Utilized the following technologies: Salesforce

State of Utah Department of Environmental Quality | Digital Transformation | SEP 2020- FEB 2021

Senior Project Manager - MTX Group Inc. Spearheaded a digital transformation project for the Utah Department

of Environmental Quality, utilizing Salesforce to enhance data management and reporting capabilities. Managed project timelines and budgets to improve operational efficiency through technology integration. Utilized the following technologies: Salesforce

New Mexico Children, Youth & Families Department | Juvenile Justice Services- Grants Management| SEP 2020- FEB 2021

**Senior Project Manager - MTX Group Inc.** Directed the grants management process for the New Mexico Children, Youth, and Families Department's Juvenile Justice Services, implementing Salesforce to streamline grant tracking and reporting. Ensured compliance with funding requirements through effective stakeholder management. Utilized the following technologies: Salesforce

State of New Mexico | Regulation & Licensing Department (Strategy) | MAY 2020- JUL 2020

Senior Project Manager - MTX Group Inc. Implemented strategic initiatives for the New Mexico Regulation & Licensing Department to improve regulatory processes. Utilized the following technologies: Salesforce

State of New Mexico | Manufacturing Housing (MHD) - Permitting | APR 2020- SEP 2020

**Senior Project Manager - MTX Group Inc.** Managed the licensing and permitting project for New Mexico's Manufacturing Housing Division, using Salesforce for process automation and data tracking. Oversaw budget management and stakeholder collaboration to enhance regulatory efficiency. Utilized the following technologies: Salesforce

State of Colorado | COVID-19 Division of Homeland Security | MAR 2020- MAY 2020

Senior Project Manager - MTX Group Inc. Led project management efforts for the Colorado Division of Homeland Security's COVID-19 response initiatives. Managed schedules and budgets to ensure effective implementation of safety measures. Utilized the following technologies: Salesforce

State of Florida | Division of Emergency Management Coronavirus Constituent | MAR 2020- APR 2020 Senior Project Manager - MTX Group Inc. Managed projects for the Florida Division of Emergency Management related to COVID-19 response, leveraging Salesforce for constituent outreach and resource management. Oversaw timelines and budgets to ensure rapid response to community needs. Utilized the following technologies: Salesforce

## **Employment History**

### Senior Consultant | MTX Group, Inc | MAR 2020 - PRESENT

Results-driven Senior Consultant with expertise in leading complex projects for government agencies, both during and post-pandemic. Proficient in managing project levels and facilitating integrations, ensuring seamless execution and delivery. Committed to driving efficiency and effectiveness in project outcomes while navigating challenging environments.

## Senior Project Manager | Nuway Solutions | MAY 2018 - FEB 2020

Developed and executed strategic project plans, including schedules, budgets, and resource allocation. Collaborated with business and IT executives to define technical solutions and engaged daily with stakeholders. Managed the full life cycle of multiple Salesforce projects, consistently delivering on time and within budget.

Salesforce Project Manager and Salesforce IT Lead | Motorola Solutions| MAY 2007- DEC 2017 Directed Salesforce Sales Cloud implementation, leading the project team for Global Channel Operations and Marketing. Drove global development of enterprise CRM and PRM initiatives, collaborating with leadership for change management. Managed and communicated with remote developers to ensure project success.

#### **Education & Certifications**

Bachelor of Business Administration, IT Management, Cum Laude | College of Santa Fe | 2009 Santa Fe, New Mexico, United States

## Certifications:

Salesforce Platform App Builder Certification Salesforce Certified Administrator (SCA) Mulesoft Integration Associate

## David Roybal, Regional Vice President - Client Partner

MTX Group Inc | Albuquerque, New Mexico, United States

#### **Professional Summary**

Seasoned Client Partner at MTX Group, bringing over 13 years of extensive experience in state government alongside a robust foundation in finance. As a former Chief Financial Officer/Budget & Grant Director, I have honed my skills in cash flow management, analytical prowess, and financial accounting, all of which have been crucial components of my successful career journey.

Throughout my tenure in state government, I navigated the intricacies of financial management with precision, overseeing budgeting and grant activities. My expertise includes adept utilization of PeopleSoft to ensure efficient financial operations and compliance with governmental regulations. This wealth of experience has equipped me with a deep understanding of the nuanced challenges and unique requirements inherent in the public sector.

Armed with a Bachelor of Business Administration (BBA) with a focus on Finance from The University of New Mexico, I have consistently demonstrated my commitment to excellence. Now as a Client Partner at MTX Group, I extend my role beyond client relationships, encompassing responsibilities such as stakeholder engagement, strategic consulting, and project management.

I am passionate about leveraging my diverse skill set to build and maintain meaningful client relationships, identify business opportunities, and ensure the seamless execution of projects. My strategic thinking, coupled with excellent communication skills, enables me to bridge the gap between client expectations and successful project outcomes. I am dedicated to contributing to the continued success of both MTX Group and our clients.

## **Technical Expertise**

- Financial Planning, Reporting, and Analysis
- Program Management
- Project Management
- Grants Management
- Customer Service Satisfaction

## **Project Experience**

Colorado Department of Labor and Employment | Vocational Rehabilitation Case Management | MAY 2024 - PRESENT

RVP - Client Partner - MTX Group Inc. Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

Indiana Secretary of State | Customer Experience & Journey Research and Mapping | JUN 2024 - DEC 2024

RVP - Client Partner - MTX Group Inc. Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

## Clark County, Nevada | Impacted Persons Database | MAY 2023 - PRESENT

RVP - Client Partner - MTX Group Inc. Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

## New Mexico Department of Transportation | ePermitting Portal | MAY 2022 - PRESENT

RVP - Client Partner - MTX Group Inc. Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

## **Employment History**

Ensure business outcomes in happiness, health, and economics. Manage legislative, and lobbyist relationships while working with vertical teams to ensure subject matter experts are utilized to drive outcome-driven results. Focused on Client Success. Ownership of geographical Profit and Loss. Management of geographical Lobbyists. Define local messaging. Project delivery oversight to ensure Client Satisfaction

# Chief Financial Officer / ASD Director | New Mexico Department of Workforce Solutions | AUG 2016 - AUG 2021

Oversight of development, implementation, monitoring, and improvement of agency Internal Controls. Oversight and management of the agency's operating budget, appropriation request, and grant functions. Provide professional leadership for sound financial management, accounting, budgeting, procurement, policy, goals, auditing, and vision. Compliance with all state and federal regulations, rules, and laws. Direct supervision of multiple sections within the Division. Legislative analysis and impact. Collaborate with the United States Department of Labor on federal funding and project implementation

# Board Trustee - Vice Chairman | New Mexico Public Employees Retirement Association | APR 2019 - AUG 2021

Preserve, protect, and administer the trust to meet its current and future obligations and provide quality services to Association members

Budget & Grant Director | New Mexico Environment Department | DEC2013 - AUG 2016

Oversight and management of the agency's operating budget, appropriation request, and grant functions. Provide professional leadership for sound financial management, accounting, budgeting, procurement, policy, goals, auditing, and vision. Compliance with all state and federal regulations, rules, and laws. Direct supervision of multiple sections within the Division. Legislative analysis and impact. Collaborate with the United States Environmental Protection Agency on federal funding and project implementation

## Finance Director / Program Director | New Mexico Department of Health | SEP 2011 - DEC 2013

Assist the Director with all budget and financial activity related to multiple programs: Women, Infants, and Children Program (WIC) - Budget of \$60,000,000; Commodity Supplemental Food Program (CSFP) - Budget of \$1,200,000; Farmers' Market Nutrition Program (FMNP) - Budget of \$314,000; Farmers' Market Nutrition Enhancement Program - Budget of \$172,500; Senior Farmers' Market Program - Budget of \$306,000. Monitoring, oversight, planning, and projecting for multiple departments with multiple funding sources. Provide professional leadership for sound financial management, accounting, budgeting, procurement, policy, goals, auditing, and vision. Direct supervision of financial staff within the program. Legislative analysis and impact. Program management / Caseload management. Ensure compliance with State and Federal regulations as it pertains to the Women Infants and Children Program and Commodity Supplemental Food Program. Collaborate with the United States Department of Agriculture on federal funding and project implementation. Federal financial and programmatic reporting submission

#### **Education & Certifications**

## Bachelor of Business Administration (Finance) | University of New Mexico | 2006 Albuquerque, New Mexico

#### Certifications:

SPN: Snowflake Sales Professional Accreditation

SPN: Snowflake Technical Sales Professional Accreditation

#### **Professional and Community Memberships**

Association of Government Accountants (AGA) - New Mexico Chapter Government Finance Officers Association (GFOA) Pi Kappa Phi Fraternity (Alumni / Financial Advisor at the University of New Mexico Chapter) Catholic Charities of New Mexico - Board of Directors New Mexico Technology Council - Board of Directors References Joseph R. Baros, Jr.

**Chief Information Officer** 

New Mexico Children, Youth & Families Department

505-795-4870

Joseph.Baros@cyfd.nm.gov

**Bob Leek** 

**Chief Information Officer** 

Clark County, Nevada

971-409-8956

Bob.Leek@clarkcountynv.gov

## **Financial History**

MTX has been in business since 2018 and is financially stable. MTX is also providing a D&B Finace Analytics business risk score demonstrating MTX's financial stability.

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## 4. Proposal Cost

Categories of Work	ESD/INEIZ A	o Cia	% T oduction E	elal Mdost
INBiz/BSD/ADSD AWS Support	\$337,000	\$210,000	(\$26,400)	\$520,600
TOTAL	\$337,000	\$210,000	(\$26,400)	\$520,600

## 5. Payment Milestones

INBiz/BSD/ADSD AWS Support

flems	Invoice Date	Alogialsijii
July 2025	7/31/25	\$47,500
August 2025	8/31/25	\$47,500
September 2025	9/30/25	\$47,500
October 2025	10/31/25	\$47,500
November 2025	11/30/25	\$47,500
December 2025	12/31/25	\$47,500
January 2026	1/31/26	\$47,500
February 2026	2/28/26	\$47,500
March 2026	3/31/26	\$35,150
April 2026	4/30/26	\$35,150
May 2026	5/31/26	\$35,150
June 2026	6/30/26	\$35,150
		\$520,600

## 6. 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.

## 7. 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.
- 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 created by MTX 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.
- 22. U.S. based key personnel with onsite presence 1+ days/week as requested by State.
- 23. Two separate teams will work simultaneously across the INBiz and ADSD systems.

## 8. 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

# 9. Acceptance

	Customer	MLX	
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	