

ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM

In accordance with Section 1.22 of RFP 100-21-66665, the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the “VETBIZ” registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <https://www.in.gov/idoa/mwbe/indiana-veteran-business-program/ivosb-faqs/> .

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in “**TOTAL BID AMOUNT**” should match the amount entered in the Attachment D, Cost Proposal Template.

If the vendor responding to the RFP is an IVOSB certified entity, the letter confirming same should be submitted with their response. IDOA will verify the certification but will not check for it. Therefore, the responding vendor has the responsibility to alert IDOA of their certification. The IVOSB respondent will receive the total points for the IVOSB evaluation criteria per section 3.2.7. Additional ISVOB subcontractors must be included if the IVOSB respondent is seeking the additional bonus point.

The IVOSB respondent must list their **company contact information only** on the IVOSB Subcontractor Commitment Form.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVOSB Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVOSB subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date.
- Prime Contractor must include with their proposal the subcontractor’s veteran business Certification Letter provided by either IDOA or Federal Govt. (VA OSDDBU), to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVOSB.
- IVOSB must have a Bidder ID (see section 2.3.7 - Department of Administration, Procurement Division)
- A Prime Contractor who is an IVOSB **can** count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the federal registry (<https://www.vip.vetbiz.va.gov/>) or IDOA Certified Firm directories <https://www.in.gov/idoa/mwbe/indiana-veteran-business-program/ivosb-faqs/> .
- Must be used to provide the goods or services specific to the contract.

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVOSB must accompany the IVOSB Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVOSB of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVOSB Program. Questions involving the regulations governing the IVOSB Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM


RFP#: 100-21-66665

DUE DATE: 03.05.2021

TOTAL BID AMOUNT: \$13,530,630.00

Company Name: Javit Consulting LLC, DBA under Chucks Construction Co LLC	Contact Person: Matt Javit	
Address: 7961 Thornberry Ct. Avon, Indiana 46123-8093	E-mail: matt@javit.com	
Sub-Contract Amount: \$405,919.00	Telephone Number: (317) 658-0834	Fax Number: ()
Sub-Contract Percentage of Total Bid: 3%	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract</u> : Javit Consulting is a technology service and talent company delivering successful projects enabling our government to operate at its highest level. Javit Consulting will assist in the training needs of this engagement.	
Provide approximate dates when Sub-Contractor will perform on this project: 04.01.2021-07.31.2021		

Axon Enterprise, Inc.
Respondent Firm
17800 N. 85th Street
Address
Scottsdale, AZ 85255
City/State/Zip Code
Jeff Goolsby, National Sales Director
Representative
03/04/2021
Date

480.861.0624
Telephone Number
480.991.0791
Fax Number
jgoolsby@axon.com
Email Address

Authorizing Signature
Robert Driscoll, VP, Associate General Counsel and
Assistant Corporate Secretary
Printed Name and Title

☒ Please check if additional forms are attached.

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FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT.



March 4, 2021

Jeff Goolsby
Axon Enterprise Inc.

Dear Mr. Goolsby,

Javit Consulting LLC is pleased to participate in the proposed bid of RFP No. 21- 66665. In the event Axon Enterprise Inc is chosen to fulfill this RFP, our company will serve as a subcontractor to Axon for the purpose of supporting the training activities.

Started in 2019 in Indianapolis, Javit Consulting is committed to partnering with government agencies (and companies serving this sector) to provide technology talent delivering successful projects enabling our government to operate at its highest level. Our leadership has a proven record in procuring and maturing IT talent delivering multi-year, multi-million dollar partnerships on strategic initiatives.

Our business is listed in the Indiana Department of Administration Directory of Certified Firms as an Indiana Veteran Owned Small Business (IVOSB). Javit Consulting's IDOA Bidder ID Number is 0000041926.

Javit Consulting understands there is no commitment to work by Axon Enterprise unless the RFP activity results in a contract/award with the Indiana State Police. Should Axon sign a contract with the Indiana State Police, Javit Consulting will participate in the project providing talent as an extension of the team. Javit Consulting will be paid up to an estimated amount of \$405,919 (3% of the total bid amount).

Javit Consulting further certifies that Matt Javit, as a signatory to this letter, is authorized to make such commitments on behalf of Javit Consulting.

Sincerely,

A handwritten signature in black ink, appearing to read "MJ", with a stylized flourish at the end.

Matt Javit
Vice President



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Indiana Veteran Business

Indiana Government Center South
402 West Washington Street, Room W468
Indianapolis, IN 46204

January 14, 2020

Charles Javit II
Chucks Construction Company, LLC. dba Javit Consulting
7961 Thornberry Ct.
Avon, IN 46123

Subject: Indiana Veteran Owned Small Business Certification

Dear Mr. Javit:

The Indiana Department of Administration is pleased to inform you that **Chucks Construction Company, LLC. dba Javit Consulting** is hereby certified as an Indiana Veteran Owned Small Business Enterprise ("IVOSB").

The State of Indiana recognizes **Chucks Construction Company, LLC. dba Javit Consulting** Department of Veteran Affairs VetBiz certification, and the company will now be listed in the Indiana Veteran Business Directory with the same certification dates listed on your VetBiz record: **12/18/2019** through **12/18/2022**.

If **Chucks Construction Company, LLC. dba Javit Consulting** recertifies with VetBiz, be sure to send a recertification notice along with a completed recertification application to the State of Indiana so the company's information may be kept current on the Indiana Veteran Business Directory. However, if you do not continue with VetBiz certification, you can still certify directly with the State of Indiana by following the steps outlined at: <http://in.gov/idoa/2862.htm>.

If you should have any questions or concerns, please do not hesitate to contact the Department via email at indianaveteranspreference@idoa.in.gov.

Sincerely,

A handwritten signature in blue ink that reads "Ralph W. Adams Jr.".

Ralph W. Adams Jr.
Deputy Director of Certifications
Indiana Department of Administration
Division of Supplier Diversity

NON-BINDING MEMORANDUM OF UNDERSTANDING

This Non-Binding Memorandum of Understanding (“**MOU**”) is made effective as of the date of last signature below (“**Effective Date**”) by and between Axon Enterprise, Inc., a Delaware corporation having its principal place of business at 17800 North 85th Street, Scottsdale, Arizona 85255, (“**Axon**”) and Javit Consulting, a company having its principal place of business in Indianapolis, Indiana (“**Company**”). Axon and Company may also be referred to herein individually each as “**Party**” and collectively as “**Parties**”.

WHEREAS, Axon is in the business of providing an integrated hardware and software solution to law enforcement agencies that allows them to create, retain, manage, and share digital data, most notably body and in-car cameras.

WHEREAS, Company is in the business of providing talent for a wide variety of initiatives with direct placement, temp-to-hire, staff augmentation, or strategic consulting.

NOW THEREFORE, the Parties agree as follows:

1. **Proposed Transaction.** This MOU sets forth certain nonbinding understandings and binding agreements between the Parties in connection with a proposed business transaction between the Parties relating to a Request for Proposal with the Indiana State Police (“**Proposed Transaction**”).

2. **MOU Subject to Definitive Agreement.** This MOU is for discussion purposes only, and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 4 shall be binding on the Parties in accordance with its terms.

3. **Nonbinding Understandings.** This Section 3 sets forth the nonbinding understandings of the Parties with respect to the Proposed Transaction. These terms are based upon information currently available. They do not reflect all of the material terms of the Proposed Transaction but provide a basis for negotiating the Definitive Agreement (as defined below).

a. **Definitive Agreement.** The Parties intend to negotiate a formal written agreement that would govern the Proposed Transaction (“**Definitive Agreement**”). Binding obligations with respect to the Proposed Transaction shall only arise upon the execution of the Definitive Agreement by both Parties.

b. **Customary Provisions.** The Definitive Agreement would contain such covenants, conditions, indemnities, representations and warranties as are customary for this type of transaction and as the Parties would mutually agree.

c. **Roles and Responsibilities.** Each Party will designate authorized representatives responsible for supporting the Proposed Transaction.

4. **Binding Agreements.** This Section 4 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the significant expenses that the Parties will incur in pursuing the Proposed Transaction and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

a. **Costs and Expenses.** Each Party shall be responsible for all of its costs and expenses associated with pursuing the Proposed Transaction, including without limitation (i) the performance of its obligations under this MOU, (ii) conducting

due diligence, and (iii) and drafting and negotiating the Definitive Agreement. Nothing contained in this MOU is to be construed as providing for the sharing of profits, losses, expenses, debts or liabilities arising out of the efforts of either or both of the parties.

- b. Confidentiality. All information, both written and oral, obtained by the Parties in connection with the Proposed Transaction is subject to that certain Non-Disclosure Agreement, dated as of 3/2/2021 between the Parties.
- c. Public Announcements. Neither Party shall issue any public release or advertising regarding its participation in this MOU or the subject matter hereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- d. Term and Termination. The rights and obligations of the Parties contained in this MOU shall expire upon the one (1) year anniversary of the Effective Date. Either Party may terminate this MOU upon seven (7) days notice to the other Party without any obligation or liability to the other Party, provided however that Section 4 shall survive such termination. This MOU may be renewed with the mutual written agreement of the Parties for such further period as mutually agreed.
- e. Governing Law. This MOU shall be governed by and construed in accordance with the internal laws of the state of Delaware, without giving effect to any choice or conflict of law provision or rule.
- f. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.
- g. No Assignment. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.
- h. Relationship of the Parties. This MOU shall not be deemed to create a joint venture or partnership between the Parties or any other form of legal association which would impose liability upon one Party for the act or failure to act of the other Party, or to obligate the Parties to enter into a joint venture, partnership or other such legal association. This MOU shall not be deemed to create an agency relationship between the Parties or otherwise to make one Party the legal representative of the other Party.
- i. Non-Exclusivity. Nothing within this MOU requires the Parties to work exclusively with one another on any project or opportunity. Nothing contained herein shall act in any way as a restriction on the business activities, which either Party may pursue. Neither Party will be precluded from entering into similar agreements with third parties.
- j. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

- k. Notice. Any notice, demand, request, statement or other writing required or permitted by this MOU to either Party shall be in writing to the other Party as set forth below or at such other address as shall have been furnished in writing by a Party to the other Party. The primary point of contact for each Party shall be as follows:

Axon:

Axon Enterprise, Inc.
Attn: Legal
17800 North 85th Street
Scottsdale, Arizona 85255
Email: legal@axon.com

Company:

Javit Consulting
Attn: Matt Javit
7961 Thornberry Ct.
Avon, Indiana 46123
Email: matt@javit.com

All notices and other communications required or authorized to be given under this MOU shall be sufficient and effective when the same is in writing and either personally served on the contact of the Party as specified above or receipt is acknowledged in writing by the recipient.

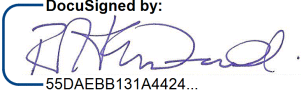
IN WITNESS WHEREOF, each Party, by and through its respective representative with full rights, power and authority to enter into and bind his or her, as the case may be, respective Party to the obligations set forth in this MOU without further consent or approval of any kind, has duly executed and delivered this MOU as of the Effective Date.


AXON:

COMPANY:

AXON ENTERPRISE, INC., a Delaware corporation

Javit Consulting, an Indiana company

By: 
Name: Robert Driscoll
Title: VP, Assoc. General Counsel
Date: 3/4/2021

By: 
Name: Matt Javit
Title: VP - Business Development
Date: 3/2/2021