

Attachment A
Minority & Women's Business Enterprises Rfp Subcontractor
Commitment Form

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBE) directory of certified firms located at <https://www.in.gov/idoa/mwbe/>.

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.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

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

- Must be 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 M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE, WBE, or IVOSB (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot 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 directory at <https://www.in.gov/idoa/mwbe/>.
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

Minority & Women's Business Enterprises RFP Subcontractor Letter of Commitment (MWBE)

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE 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 MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. 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 regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <https://www.in.gov/idoa/mwbe/>.

STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 100-21-66665

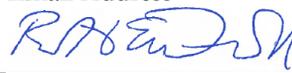
DUE DATE: 03.05.2021

TOTAL BID AMOUNT: \$13,530,630.00

<input type="checkbox"/> MBE Firm	<input checked="" type="checkbox"/> WBE Firm	
Company Name: Certified Fraud & Forensic Investigations		Contact Person: Jennifer Hathaway
Address: 10115 Indian Lake Blvd. North Suite #88 Indianapolis, IN 46236		E-mail: Jennifer@CFFIcorp.com
Sub-Contract Amount: \$1,028,328.00		Telephone Number: (317) 3137948
Sub-Contract Percentage of Total Bid: 7.6%		Fax Number: ()
		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u> Camera Installation service and consultation
Provide approximate dates when Sub-Contractor will perform on this project: 04.01.2021-07.31.2021		

<input checked="" type="checkbox"/> MBE Firm	<input type="checkbox"/> WBE Firm	
Company Name: RCR Technology Corporation		Contact Person: Johnathon Wynn
Address: 251 N. Illinois St. Suite 1150 Indianapolis, IN 46202		E-mail: JWynn@rcrtechnology.com
Sub-Contract Amount: \$1,252,347.60		Telephone Number: (317) 624-9500
Sub-Contract Percentage of Total Bid: 9.26%		Fax Number: ()
		Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u> In-car router distributor
Provide approximate dates when Sub-Contractor will perform on this project: 04.01.2021-09.30.2021		

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.

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



Certified Fraud & Forensic Investigations
10115 Indian Lake Boulevard North, Suite #88
Indianapolis, Indiana 46236

Jennifer@CFFIcorp.com
WeCatchFraud.com
(317) 313-7948

Letter of Subcontracting Intent/Agreement – Request for Proposal No. 21-66665

The undersigned company intends and agrees to partner and provide services for the Indiana State Police with regards to the Body Worn Camera Solution pursuant to Request for Proposal No. 21-66776.

The prime contractor shall be Axon. The subcontractor, Certified Fraud & Forensic Investigations (CFFI), shall provide services as needed to include: Camera Installation throughout the contract period. Axon is committed to providing CFFI 7.6% of the total bid amount or approximately \$1,028,328 over the term of the contracted years.

Axon Enterprise, Inc.
Prime Contractor
Robert Driscoll, VP, Associate General
Counsel and Assistant Corporate Secretary
Representative Name and Title



Signature

03-04-2021
Date

Certified Fraud & Forensic Investigations
Subcontractor
Jennifer Hathaway, President
Representative Name and Title



Signature

03-03-2021
Date



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232 - 3061

February 17, 2021

Ms. Jennifer Hathaway
Certified Fraud & Forensic Investigation
10115 Indian Lake Blvd.
North, STE #88
Indianapolis, IN 46236

Subject: Request for amendment to WBE certification

Dear Ms. Hathaway,

A request for amendment of the UNSPSC code(s) assigned to **Certified Fraud & Forensic Investigation** was received on February 16, 2021. After a thorough review, the Indiana Department of Administration, Division of Supplier Diversity has determined the firm is eligible for an amendment to the previously granted UNSPSC code(s).

This determination is based on information submitted to us, which indicates that the company provides a commercially useful function in the areas listed below, which will be added to its certification listing. Below is a full listing of the UNSPSC code(s) it is now currently certified in:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
80111702	Reference or background check services
80121903	Expert witness service
81111806	Database analysis
84110000	Accounting and auditing
92121504	Security guard services
92121604	Private investigation services
93151506	Administrative economic council services
93151607	Government auditing services
86000000	Education and Training Services
80101508	Business intelligence consulting services

This certification is valid through **April 30, 2022**. Although your certification is valid for a three-year period, you are required to submit an annual Affidavit of Continued Eligibility, which reflects updates regarding the issues critical to maintaining your certification. However, you must notify us immediately if any changes occur. Failure to notify us of changes or to provide the Affidavit of Continued Eligibility form annually will result in revocation of your certification. Changes include, but are not limited to:

- Change in location or contact information (address, phone number, e-mail address, etc.)
- Change in services provided (amendment to certification)
- Change in ownership
- Change in control

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit <http://www.in.gov/idoa/mwbe/2743.htm> to verify certification status. Please contact our office at (317) 232-3061 or mwbe@idoa.in.gov if you have any questions or concerns about your letter. if you have any other questions.

Sincerely,

Kesha Rich

Kesha Rich, Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

KR/cb

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 Certified Fraud & Forensic Investigations, an organization having its principal place of business at 10115 Indian Lake Blvd., North Ste. 88, Indianapolis, Indiana 46236 (“**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 protecting individuals and companies against tax return fraud, white-collar crime, and other forms of financial abuse.

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: [Certified Fraud & Forensic Investigations, Inc.](#)

CFFI
Attn: [10115 Indian Lake Blvd North, Indianapolis, IN 46236](#)

Email: Michael@CFFIcorp.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

Certified Fraud & Forensics Investigations, an Indiana organization

By: 
DocuSigned by:
55DAEBB131A4424...
Name: Robert Driscoll
Title: VP, Assoc. General Counsel
Date: 3/4/2021

By: 
Name: [Michael R. Hathaway](#)
Title: COO and Owner
Date: 3/2/2021



Building Trust Through
Innovation and Dedication

March 3, 2021

Re: Letter of Subcontracting Intent/Agreement – Request for Proposal No. 100-21-66665

The undersigned company being the subcontractor intends and agrees to partner with and provide services for the Indiana State Police with regards to the Body Worn Camera Solution pursuant to Request for Proposal No. 100-21-66665.

The prime contractor shall be Axon. The subcontractor, RCR Technology Corporation, shall provide services as needed to include: Security Camera Installation, and Procurement related services throughout the contract period. Axon is committed to providing RCR 9.26% of the total bid amount or approximately \$1,252,347.60 in revenue for each the contracted years.

A handwritten signature in black ink that reads 'Robert Reed'. The signature is written in a cursive style with a large, sweeping 'R' and a long, trailing 'e'.

Robert Reed
President and C.E.O

RCR TECHNOLOGY 251 NORTH ILLINOIS STREET, SUITE 1150
INDIANAPOLIS, IN 46204

WWW.RCRTECHNOLOGY.COM



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Division of Supplier Diversity

Indiana Government Center South
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232 - 3061

July 31, 2019

Mr. Robert Reed
RCR Technology Corporation
251 N. Illinois St. Suite 1150
Indianapolis, IN 46204

Subject: Application for MBE Certification

Dear Mr. Reed,

Congratulations! The Indiana Department of Administration, Division of Supplier Diversity is pleased to inform you that **RCR Technology Corporation** is hereby certified as a Minority Business Enterprise (MBE).

Your company provides a commercially useful function in the areas listed below. Only work performed in these areas will be counted towards Minority Business Enterprise participation:

UNSPSC CODE(S)

<i>Code</i>	<i>Description</i>
81162200	Cloud-based infrastructure as a service
80111604	Temporary technician staffing needs
81112002	Data processing or preparation services
81110000	Computer services
81111600	Computer programmers
43210000	Computer Equipment and Accessories

On September 13, 2010, the Governor's Commission on Minority and Women's Business Enterprises approved the department's effort to streamline its recertification process. Instead of conducting an onsite visit to each company seeking recertification, the department now has the discretion to waive the visit after a thorough review of the company's file and recertification documents. We have approved your recertification and it is valid through **July 31, 2022**. Please note that IDOA continues to reserve the right to conduct a site visit or phone interview at any time to certified companies.

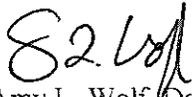
Although your certification is valid for a three-year period, you are required to submit an annual *Affidavit of Continued Eligibility (ACE)* form, located at www.in.gov/idoa/mwbe/files/ACE_Form.pdf. Please remember you must notify us immediately if any changes occur. Failure to notify us of changes or to provide an ACE form annually will result in revocation of your certification. Changes include, but are not limited to, changes in location, contact information, ownership and control.

We encourage you to visit IDOA's procurement website, www.in.gov/idoa/2464.htm, and update your Business Registration Profile. It is important that you review and update your profile regularly, because state purchasing agents and prime contractors may use this information to contact you for business opportunities. For questions regarding your registration profile, you may contact our office at 317-232-3061.

While this letter serves as notification of certification, it does not serve to prove continued eligibility. Please visit www.in.gov/idoa/mwbe/2743.htm to verify certification status. Please contact our office at (317) 232-3061 if you have any other questions.

We ask that you please contact Amy L. Wolf, Deputy Director of Certification, at (317) 232-3061 or awolf@idoa.in.gov if you have any questions or concerns about your letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy L. Wolf". The signature is stylized and cursive.

Amy L. Wolf, Deputy Director of Certification
Indiana Department of Administration
Division of Supplier Diversity

ALW/cb

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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 delivering data warehouse and business intelligence solutions.

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**”).

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- 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.
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- 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.
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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:

RCR Technology Corporation
Attn: Robert Reed
9450 N. Meridian Street Suite 300
Indianapolis, Indiana 46260
Email: reed@rcrtechnology.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

RCR Technology Corporation, an Indiana corporation

By: 
55DAEBB131A4424...



Name: Robert Driscoll

By:
Name: Robert Reed

Title: VP, Assoc. General Counsel

Title: CEO & President

Date: 3/4/2021

Date: 3/2/2021