



**Business Proposal**  
**Solutions from Fairfax Software**  
**For**  
**State of Indiana**  
**Request for Proposal 21-1788**  
**for**  
**Single Imaging Vendor**

**ORIGINAL**

**Due 3:00 PM EST**  
**Friday, August 7, 2020**

**Submitted by:**  
Fairfax Software  
2005 Pan Am Circle, Suite 110  
Tampa, FL 33607

**Fairfax Software Contact:**  
Michael Minter, VP, Sales and Marketing  
[mminter@fairfaxsoftware.com](mailto:mminter@fairfaxsoftware.com)  
877-627-8325

**21-1788 BUSINESS PROPOSAL  
ATTACHMENT E**

**Instructions:** Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

***Business Proposal***

**2.3.1 General (optional)** - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

The solution proposed is the industry leading platform used by more state revenue agencies for remittance and forms processing than any competitive system. Many technical and business features have set apart the *Quick Modules* solution as the choice of others through rigorous RFP evaluation and demonstration.

Throughout our history, Fairfax Software has been recognized as an industry leader through adoption and implementation of new technologies and incorporating these as part of our solutions. Beginning in 1995, Fairfax Software was one of the first organizations to incorporate remittance and form processing into one seamless solution which enables our customers to process both documents and payment items in a common workflow with a single product.

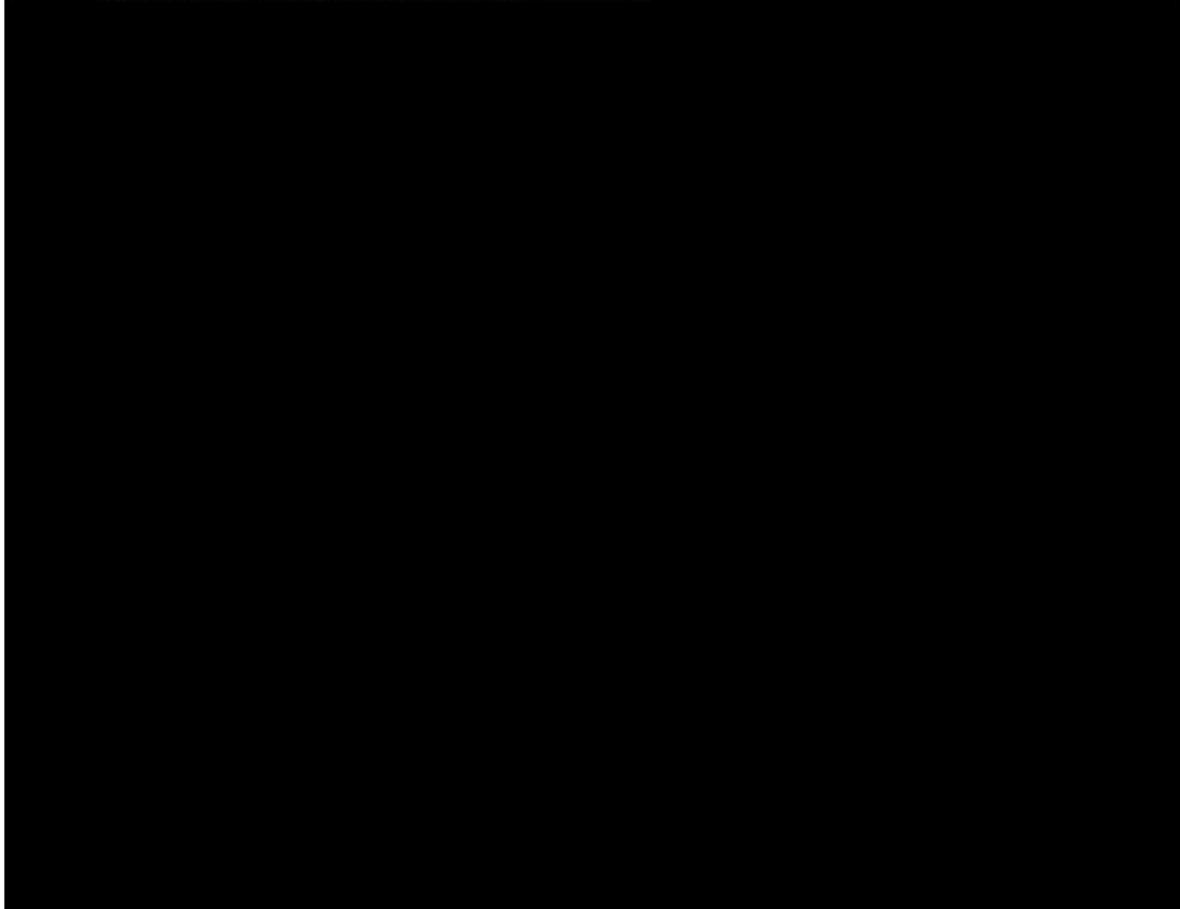
Fairfax Software offers DOR a solution that is unique in the industry, providing a more efficient approach with a streamlined single platform of imaging, remittance processing, data capture, monitoring and reporting for all form types. Our licensing model for the *Quick Modules* software which DOR has enjoyed since 2014 consists of allowing unlimited users access to the system and no click, or volume charges will ever apply.

DOR has operated the *Quick Modules* 5.0 Solution and moving to a single platform which has stood the test of time eliminates risk to DOR. Adding full page processing to the existing platform extends the unique features of *Quick Modules* to all forms processed within the agency and is how nearly all *Quick Modules* 5.0 users operate the system. Unlike other solutions, we do not require marrying different platforms together and is the only vendor in which a common single platform for all form types can be offered.

As an experienced and leading provider of proven remittance, form, and imaging solutions world-wide, Fairfax Software is highly qualified to deliver the proposed solution to meet all of DOR's requirements. Our expertise is built on the fact of having implemented similar solutions in more than twenty other State Revenue locations. We continue this trend with recent announced awards at our home state of Florida Department of Revenue as well as Kansas Department of Revenue.

This singular focus cannot be minimized. Our dedication to the State Tax revenue market is undeniable. We have actively attended and participated in regional and national Federal Tax Administrator conferences to align our solutions to the real-world issues that face tax administrators.

- 2.3.2 Respondent's Company Structure** - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.



- 2.3.3 Company Financial Information** - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.

Fairfax Software is providing our audit financial statements for the two (2) most recent



completed fiscal years of 2018 and 2019. Our audited financials include an income statement and balance sheet, for the two (2) most recently audited fiscal years. These financial statements are attached as Appendix B to this section.

- 2.3.4 Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Fairfax Imaging, Inc. (dba Fairfax Software) Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements free from material misstatement, whether due to fraud or error. Steve Chahal, as President/CEO and sole owner of the organization affirms full responsibility for the thoroughness and correctness of the financial information supplied within this Proposal.

Moreover, Fairfax Imaging's Chief Financial Officer (CFO) and Controller has provided in Appendix C of this section a signed letter describing the separation of audit functions from corporate boards and board members and the manner in which Fairfax Imaging assures board integrity, and the separation of audit functions and consulting services, in support of the responsibility of Fairfax Imaging under IC 5-22-16-1(d).

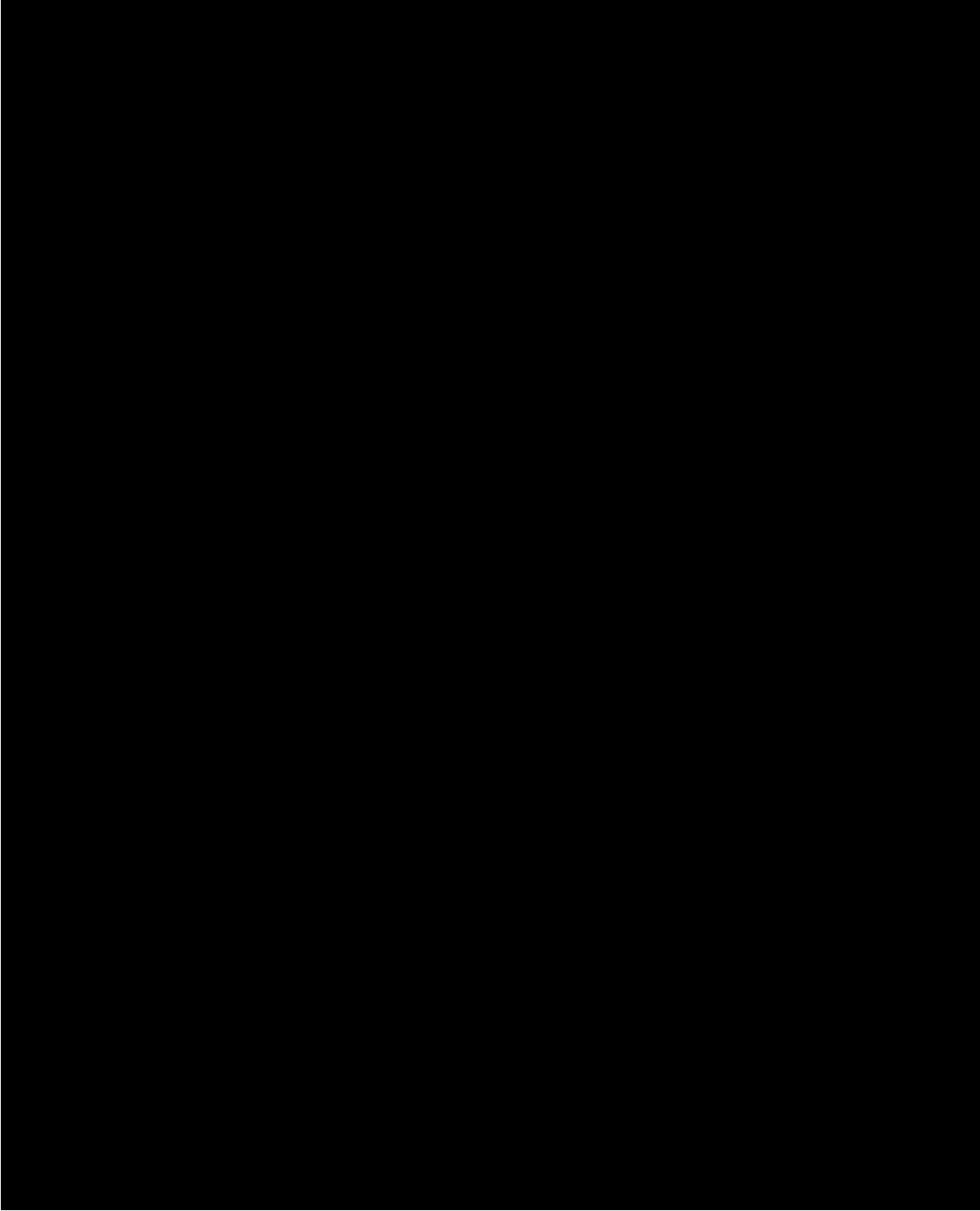
- 2.3.5 Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.5.

Fairfax Software has reviewed the sample contract provided by the State of Indiana as part of this RFP. Fairfax Software accepts the terms and conditions stated in this contract, including both mandatory and non-mandatory clauses, and agrees not to take any exceptions to any aspect of this contract.

Fairfax Software has provided a copy of its Software License Agreement herein to this section as Appendix D. Should any provision of the Software License Agreement conflict with the State's agreement, the State's agreement will prevail.

- 2.3.6 References** - Reference information is captured on Attachment H. Respondent should complete the reference information portion of the Attachment H which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of Attachment H should be completed

by the reference and either **mailed or emailed DIRECTLY** to the State. The State should receive three (3) Attachment Hs from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Attachment H should be submitted to [idoareferences@idoa.in.gov](mailto:idoareferences@idoa.in.gov) or mailed to the address listed in section 1.8 of the RFP. Attachment H should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.





- 2.3.7 Registration to do Business** - Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State and the Indiana Department of Administration, Procurement Division. The address contact information for this office may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Fairfax Imaging, Inc. (dba Fairfax Software) is already registered, and is in good standing, with the Secretary of State in Indiana. Appendix E of this tab includes the status of our registration.

- 2.3.8 Authorizing Document** - Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Michael D. Minter is legally authorized to commit the organization contractually. Proof of such authority is attached as Appendix F within this section.

- 2.3.9 Subcontractors** - The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products and/or



services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority Business Enterprises or Women's Business Enterprises under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women's Business Enterprises information. Please enter your response below and indicate if any attachments are included.

As the sole prime vendor, Fairfax Software takes full responsibility for all aspects of the Project and all provisions of the contract. Fairfax Software has identified three Companies that will provide a contribution within the proposed Project. None of the three Companies are a subsidiary of Fairfax Software. In addition to the required Attachment A and A1 forms, a letter of agreement has been provided from each Company indicating their role in the project as subcontractors. These can be found as Appendix G to this section. These organizations represent Minority (MBE), Woman (WBE) and Veteran (VET) owned entities that will provide a Valuable Scope Contribution to the Project. The following provides an overview for each subcontractor.

AimHire IT is a Buy Indiana company and a Women's Business Enterprise (WBE), certified through the State of Indiana. AimHire IT's goal is to educate clients on how to make data driven decisions utilizing existing and/or custom technology and tools enabling them to enhance business efficiencies by doing it right the first time.

AimHire IT will supplement Fairfax Software's staff during this project and participate in completion of User Acceptance Testing by DOR. AimHire IT will provide guidance to DOR in the testing process, including best practices for development of test/use cases, documenting completion of all test, noting any defects and communicating those defects to the Fairfax Software team.

AimHire IT's experience within the Indiana government market spans over 21 years and includes a number of implementations where similar testing services have been provided. For example, as part of Indiana BMV's STARS system implementation, AimHire IT provided services including:

- 3rd party products review
- STARS Data Center Review
- Layer by Layer systems architectural review
- Evaluate systems options and existing or potential expenses
- Prepared bullet point procedures, flow charts and swim lanes of all critical agency CS processing workflows. As part of this aspect of the project, we identified processing defects that would require further process improvement review.
- Identify Critical Business needs review and BMV "BAT" team Agile processing management of backlog and new incoming service requests.

- Surveyed and compiled BMV systems information from 25 other state jurisdictions as well as conducting one on one interviews with 3 states to exchange systems information and experiences.
- Prepared detailed deliverable documentation to the State IOT Deputy CIO for distribution to BMV Commissioner and executive staff on 1/22/16 on time and on budget.
- This project incorporated project test plans and success criteria for necessary agency staff to effectively complete the project.

Ryan Consulting Group was founded in 2001 and is a Minority Business Enterprise (MBE), certified through the State of Indiana. Established and headquartered in Indianapolis, IN, Ryan Consulting Group, Inc. is one of the fastest growing and most experienced Information Technology (IT) and Business Intelligence organizations in today's market. Ryan Consulting Group will supplement Fairfax Software's internal Quality Assurance (QA) staff during this project and participate in completion of test cases to vigorously test the solution prior to delivery to DOR. As part of their role, Ryan will assist in identifying gaps, defects, and related findings during the QA process.

Ryan Consulting Group offers the experience to assist in this role. For example, as part of the comprehensive Financial Management Transformation Team initiative, DEAMS with the Federal government Ryan performed the following IV&V activities:

- Evaluated the DEAMS systems engineering activities per industry best practices.
- Evaluated Quality Assurance and Quality Control per industry best practices.
- Validated documents meet statutory and regulatory intent.
- Verified project management disciplines are appropriately planned and performed according to industry and SI's best practices.
- Provided functional Subject Matter Experts (SMEs) to conduct an independent assessment of process issues identified during the IV&V effort.

Vespa Group is a certified Indiana Veteran Owned small Business (IVOSB). Founded in 2014 and headquartered in Indianapolis, Vespa Group is a technology firm that has established a brand for bringing value to the public and private sector organizations. As a Microsoft Partner, the Vespa Group offers the technical skills for development of customized reports as part of the Project deliverable within the Fairfax Software team. Working in conjunction with Fairfax Software's project development group, Vespa Group staff will create the necessary reports using Microsoft SQL Server Report Services (SSRS) to the design specifications developed.

The Vespa Group offers an extensive experience working with Indiana government including Department of Workforce Development, Department of Health, Family and Social Services, Office of Technology and others.



- 2.3.10 Evidence of Financial Responsibility** - This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 of RFP for details.

Fairfax Software will provide the evidence of financial responsibility as required within the RFP upon award of the contract. We provide as Appendix H within this section a letter from our Surety indicating their willingness to issue a bond in the event that Fairfax Imaging, Inc. (dba Fairfax Software) is awarded a contract for this project.

- 2.3.11 General Information** - Each Respondent must enter your company's general information including contact information.

Business Information	
Legal Name of Company	Fairfax Imaging, Inc. (dba Fairfax Software)
Contact Name	Michael Minter
Contact Title	VP, Sales and Marketing
Contact E-mail Address	<a href="mailto:mminter@fairfaxsoftware.com">mminter@fairfaxsoftware.com</a>
Company Mailing Address	2005 Pan Am Circle, Suite 110
Company City, State, Zip	Tampa, Florida 33607
Company Telephone Number	877-627-8325
Company Fax Number	813-881-1600
Company Website Address	<a href="http://www.fairfaxsoftware.com">www.fairfaxsoftware.com</a>
Federal Tax Identification Number (FTIN)	54-1701382
Number of Employees (company)	73
Years of Experience	25
Number of U.S. Offices	3
Year Indiana Office Established (if applicable)	11/1/2019
Parent Company (if applicable)	Not applicable
Revenues (\$MM, previous year)	2019 Revenue: \$17,730,869
Revenues (\$MM, 2 years prior)	2018 Revenue: \$16,857,526
% Of Revenue from Indiana customers	Less than 1%

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Today, the *Quick Modules 5.0* system is deployed as an on-premise solution installed at the State's IOT data center within its Protected Network Zone. We are proposing the continuation of this approach. Fairfax Software is proposing an on-premise solution, deployed at the State's IOT's data center which allows DOR to take advantage of IOT's Disaster Recovery plans.

Fairfax Software will work with DOR and IOT to develop any disaster recovery plan specific to the proposed solution including a business continuity plan, to support the *Quick Modules*

solution. Fairfax Software has assisted many of its customers with developing a disaster recovery plan and ensuring its critical data is protected and available for use.

Fairfax Software itself has a business continuity plan (BCP) in place that incorporates its two primary office locations, Tampa, FL and Rockville, Maryland for disaster recovery/backup. Should our primary office location (Tampa, FL) become inoperable due to a disaster, Fairfax Software has the ability to transfer its support services, along with business activities to its Rockville, Maryland location. Fairfax Software's Core Application engineers are located within the Rockville Maryland facility. As a matter of corporate policy, Fairfax Software uses Amazon's Web Services for short- and long-term storage repository to ensure common access and high availability of its core business functions.

Fairfax Software recently put its BCP in action due to hurricane Irma hitting the entire State of Florida. We notified all our customers during the power outages and ensured all communications were successfully routed to our Rockville location for continued business operations.

- b. What is your company's technology and process for securing any State information that is maintained within your company?

Fairfax Software does not store or maintain any State information within our Company or Company owned computer systems. The proposed solution is an on-premise approach implemented at the State's IOT data center.

However, Fairfax Software understands the sensitive nature of our client information and recognizes the need for securing that information at all times. Several measures are in place to ensure secure and confidentiality of the any information we may encounter with our client's data/information. All Fairfax Software employees pass background checks, attend annual Security and Privacy Training and sign confidentiality clauses as a matter of employment.

Additionally, Fairfax Software's *Quick Modules* solution is SOC 2 Type 1 compliant. Independent auditors have examined the *Quick Modules* SaaS Application Services system as of January 15, 2019, based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report* (AICPA, *Description Criteria*), and the suitability of the design of controls stated in the description as of January 15, 2019, to provide reasonable assurance that Fairfax Software's service commitments and system requirements were achieved based on the trust services criteria relevant to Security, Availability, Processing Integrity, Confidentiality, and Privacy (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*)



**2.3.12 Experience Serving State Governments** - Please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

As a leading provider of proven remittance, form, and imaging solutions worldwide, Fairfax Software is highly qualified to deliver the proposed solution to meet all of DOR's requirements. Our expertise is centered on payment processing and has been attained from over twenty-five (25) years of business excellence and delivering highly successful implementations that meet and exceed our client's requirements.

Fairfax Software fully understands that, in order to be successful, a technically superior solution must also be implemented by an experienced team of project managers, business analysts, and support engineers. Fairfax Software's Professional Services Group (PSG) has successfully implemented more tax and revenue solutions in the last seven (7) years than any other vendor in the US. Our team selected for the DOR engagement are experienced and knowledgeable and will assist the State with best practices throughout the project implementation. Fairfax Software project implementation methodology and approach supports the direction of DOR. This methodology has provided us with a wealth of subject matter expertise, technical know-how, and best practices; and we will make sure to bring these to bear within this project to ensure a solution for DOR that is unmatched in the industry. This expertise will be the difference between just a run-of-the-mill installation and one that will be the firm foundation upon which to build future applications.

Our extensive corporate experience is exhibited in the large number of clients which continue to grow and outpace our competition. The listing provided below of just a few of our many clients provides the example of our past experiences in implementing solutions which are relied upon for everyday use.

These implementations include:

**State Revenue Departments:** Alabama, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Mississippi, Montana, New Hampshire, New Jersey, Oklahoma, Ohio, Oregon, Rhode Island, West Virginia, West Virginia State Treasury Office (STO), Vermont.

**Local (State/County) Revenue Departments:** City of Virginia Beach, City of Philadelphia, City of Chicago, Los Angeles County, Kern County, Gwinnett County, GA.

Additionally, Fairfax Software has implemented a number of other government and client solutions aimed at improving operations for document and remittance processing. A listing of these include:

**Department of Motor Vehicles:** California, Colorado, Texas, Florida, Ohio, Virginia.

**Child Support Departments:** Montana Child Support, South Dakota Child Support.

**Labor Departments:** California, Colorado, Georgia, Tennessee.

**2.3.13 Experience Serving Similar Clients** - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Since Fairfax Software's inception, the company has provided innovative solutions to serve State and Local Government agencies for the purposes of improving processing efficiencies in the area of remittance, form, and imaging processing. Our experience in serving this select market has grown extensively primarily based on two leading factors over our competition. The first is the technology approach. Our approach of providing a single solution platform has offered our clients a means of eliminating added costs as a result of dealing with multiple vendors. But more than that, Fairfax Software has focused its development of new features and functions specifically to this market to address key concerns that government (particularly State Revenue Agencies) experience every day. These unique technology features include:

**Technical Features of Proposed System:**

- Full featured remittance and document processing system inclusive of three (3) environments (Development, Test, and Production)
- Continued use of DOR's existing scanner components
- Interface with existing DOR systems for data transmission
- Thin client, web-based architecture for user interfaces
- Electronic Check Deposit processing (Check 21)
- Monitoring dashboard display from mail room, scanning process through the *Quick Modules* system to Output.
- Complete system reporting tools
- Secure environment with encryption of data at rest and in transit
- Standard file structures – no proprietary image formats
- Modular in design to add users, processors, workflows and other applications
- Full featured data capture including OCR (machine print), ICR (handprint), CAR/LAR, OMR, Barcode 1D, 2D, QR codes
- Un-throttled processes for recognition allowing maximum productivity
- Library of business rules to select from and ability to create new ones based upon DOR's business requirements
- Automated priority and routing of high dollar transactions
- Configurable Math Block validation routines without writing custom code
- Check only processing database for past history research of prior donor information and creation of virtual stubs/coupons
- Virtual batching of similar tax types into queues for data entry operations, including sequencing electronically within a single transaction
- Current year and prior years processing of returns

Secondly, our staff's experience in serving similar clients as DOR is extensive. To date we have implemented or are in the process of implementing solutions in the following State Revenue locations.

**State Revenue Departments:** Alabama, Colorado, Connecticut, Delaware, District of



Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Maine, Maryland, Mississippi, Montana, New Hampshire, New Jersey, Oklahoma, Ohio, Oregon, Rhode Island, West Virginia, West Virginia State Treasury Office (STO), Vermont.

While *Quick Modules* is by far the most widely used product in the state tax and revenue marketplace, our team of professionals also offers DOR the know-how and best practices gained through this exhaustive list of installed clients. Many of these implementations have included a scope near identical to the one proposed herein to DOR.

- 2.3.14 Indiana Preferences** - Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov) included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Buy Indiana

Refer to Section 2.7 for additional information.

**Fairfax Software Response:**

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Fairfax Software is not claiming any Buy Indiana preference.

- 2.3.15 Reserved**

Appendix A – Certificate of Good Standing, State of Virginia

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That Fairfax Imaging, Inc. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on August 16, 1994;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

June 22, 2020

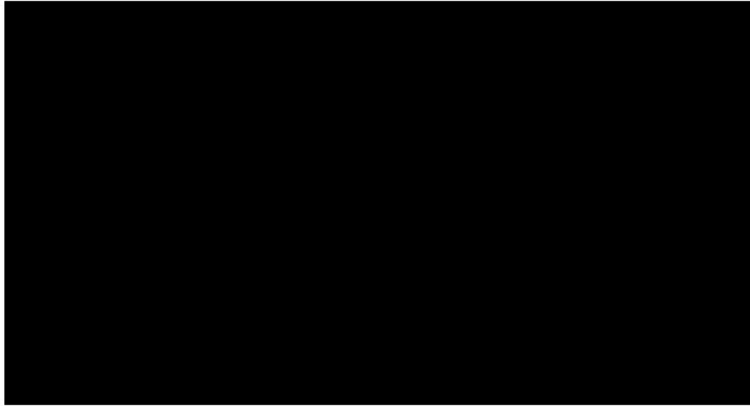
*Joel H. Peck*

Joel H. Peck, Clerk of the Commission

CERTIFICATE NUMBER : 2020062214600726

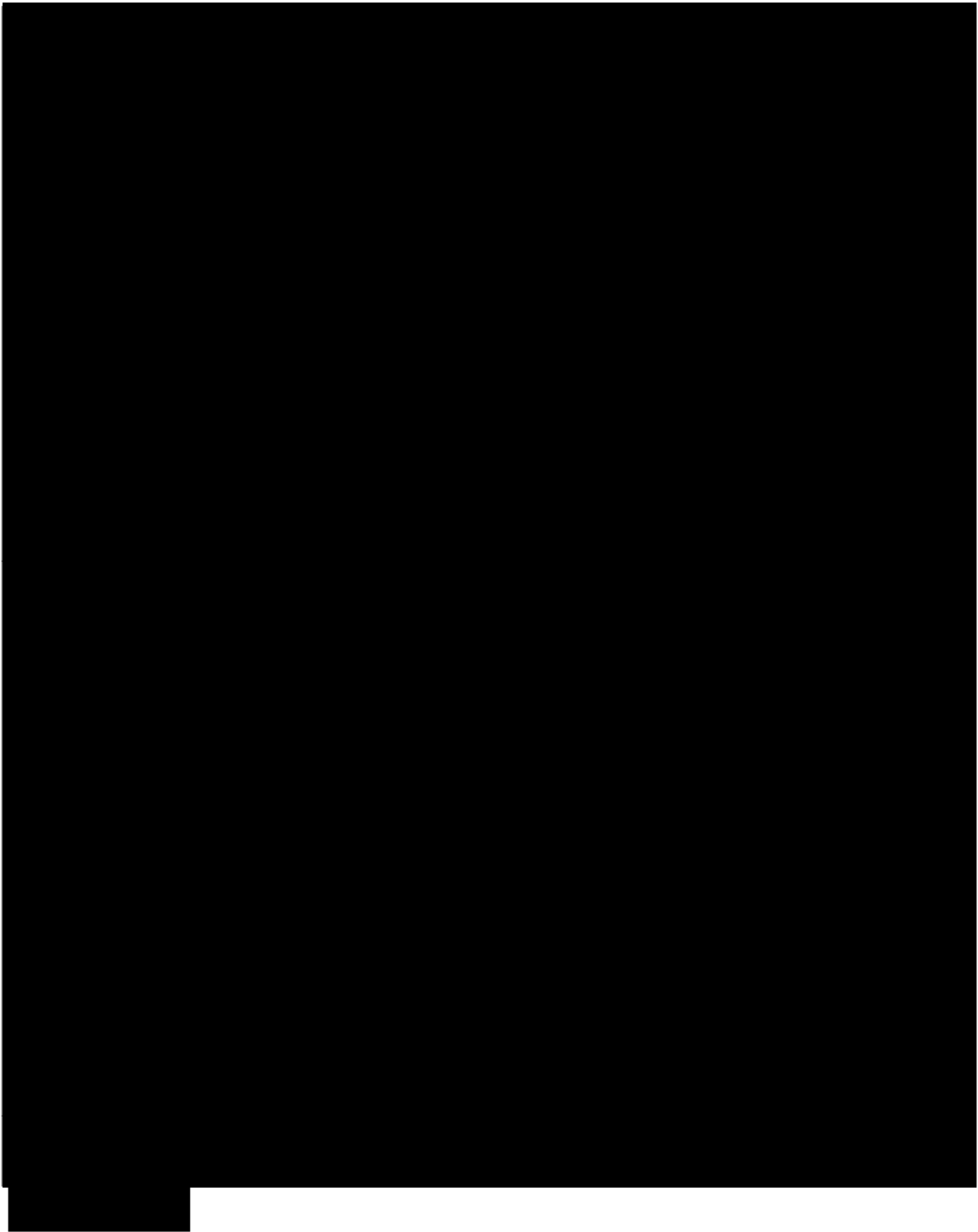


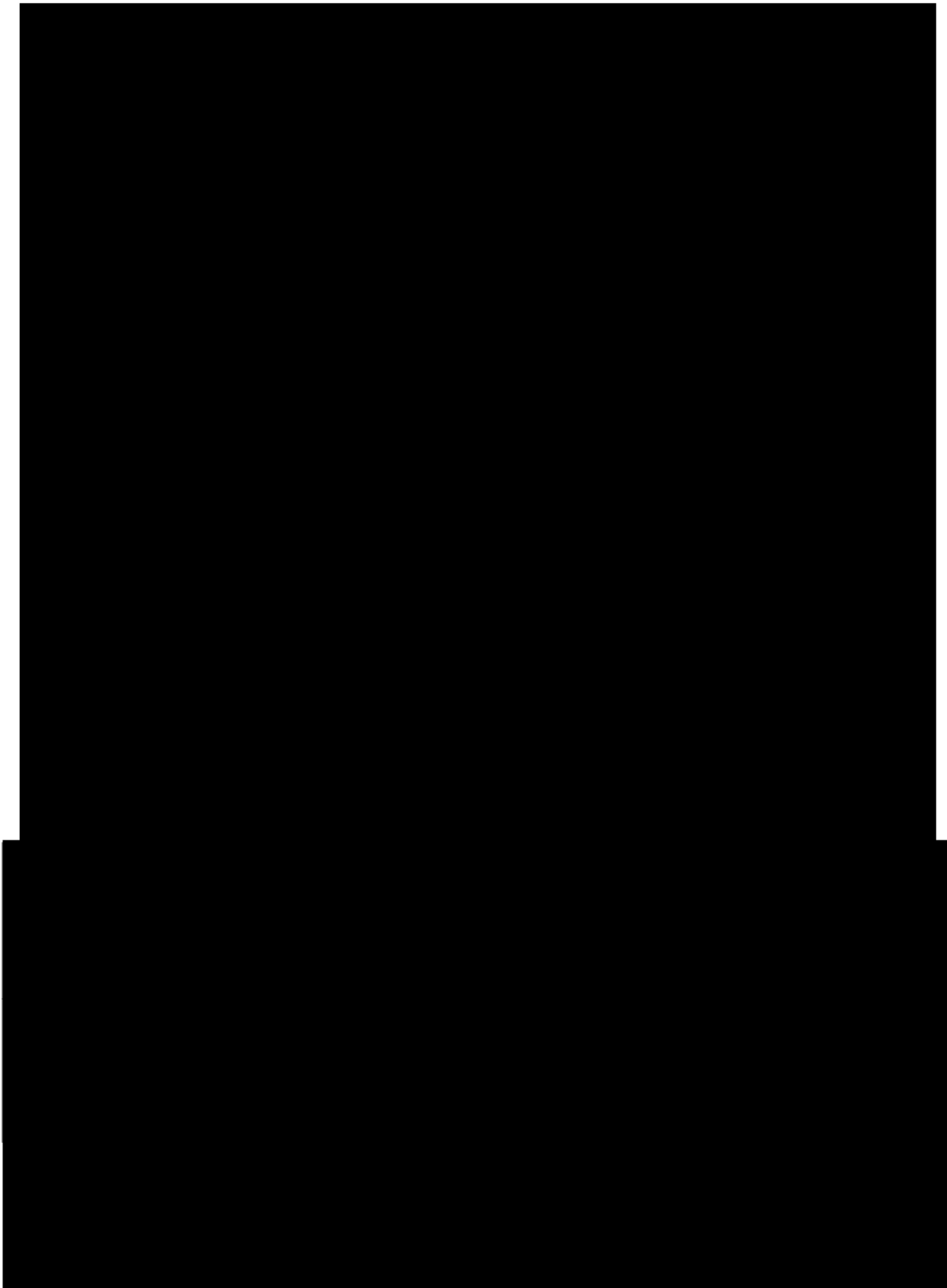
## **Appendix B – Financial Statements for 2019 and 2018 Fiscal Years**



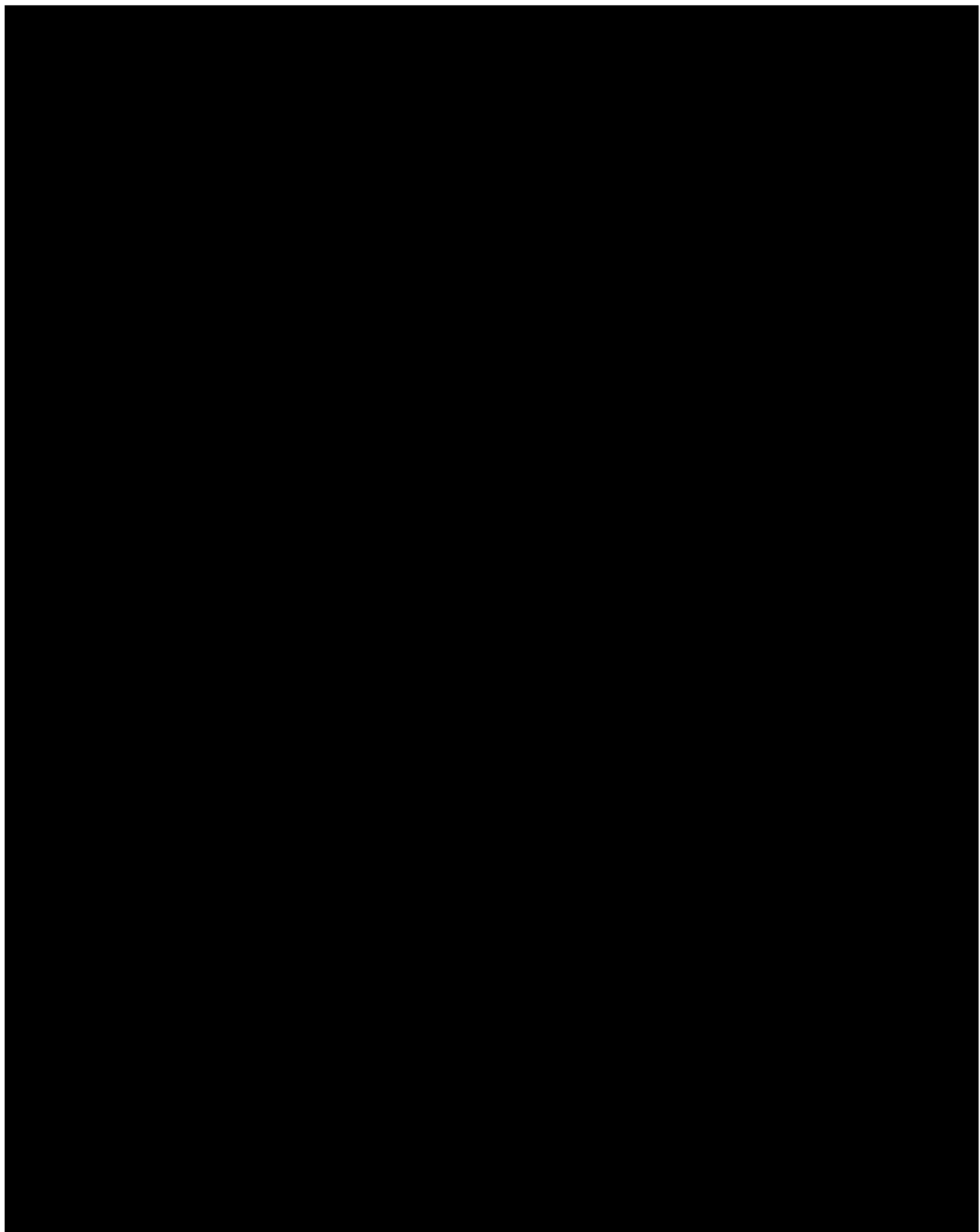


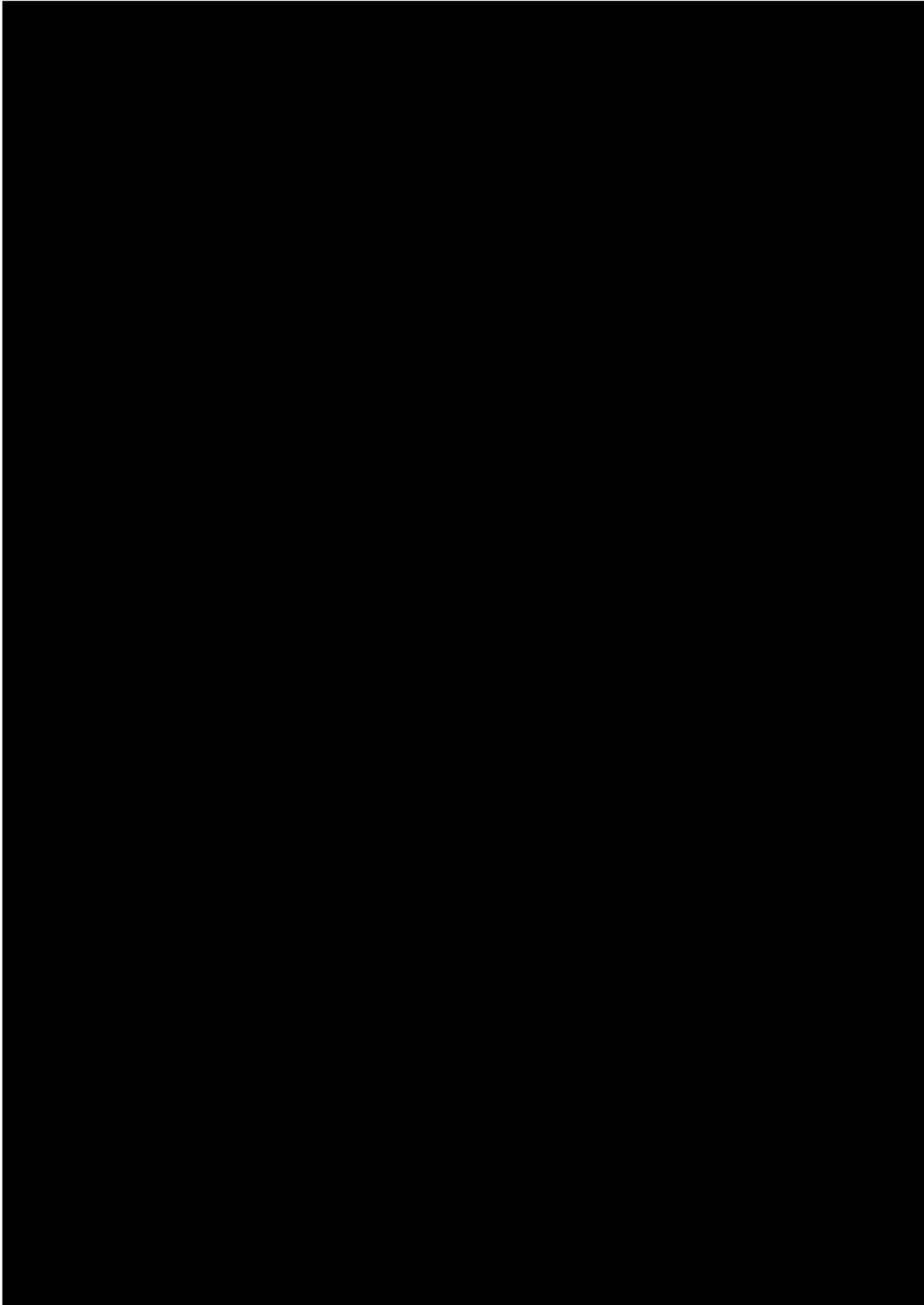


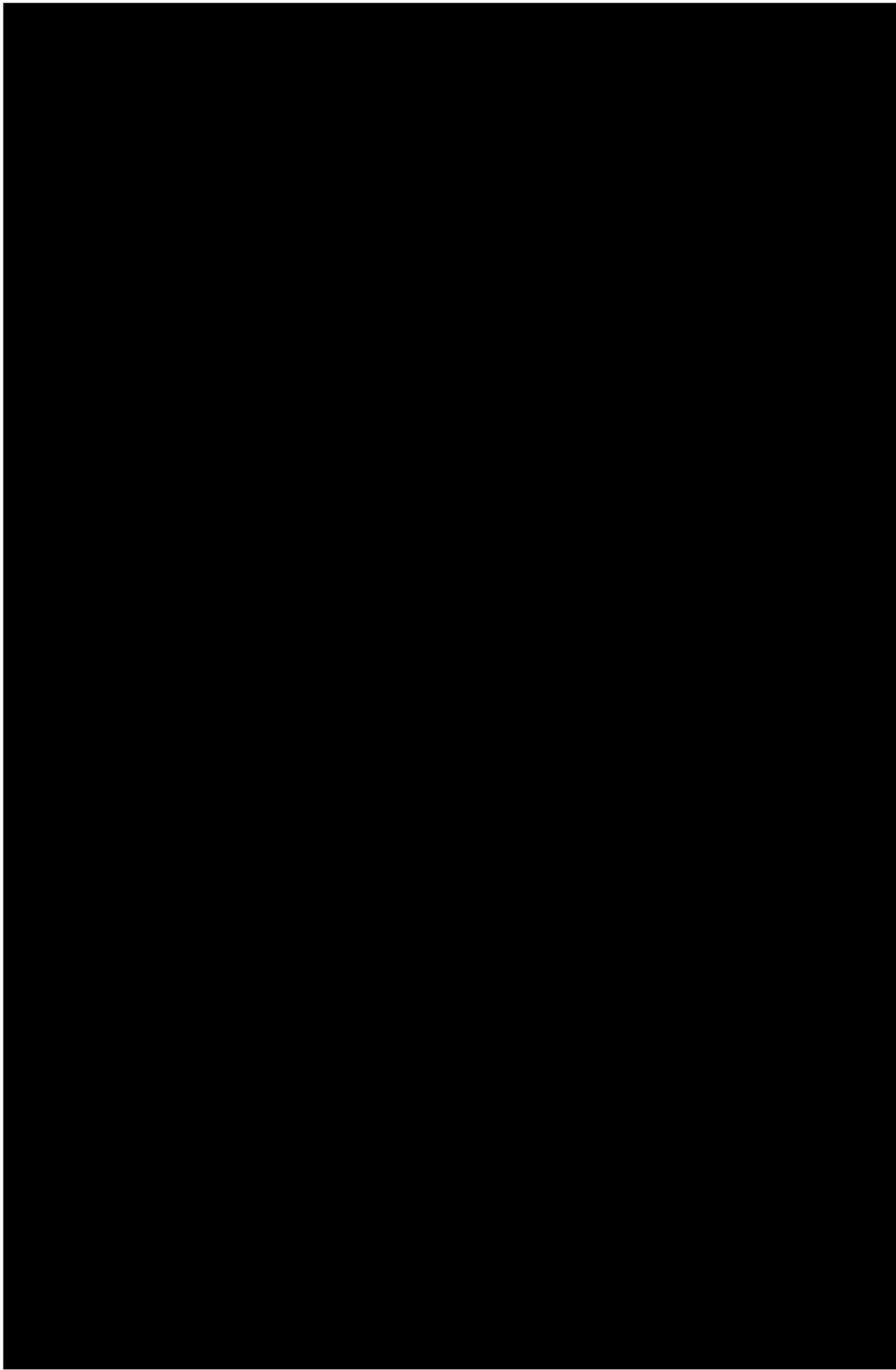




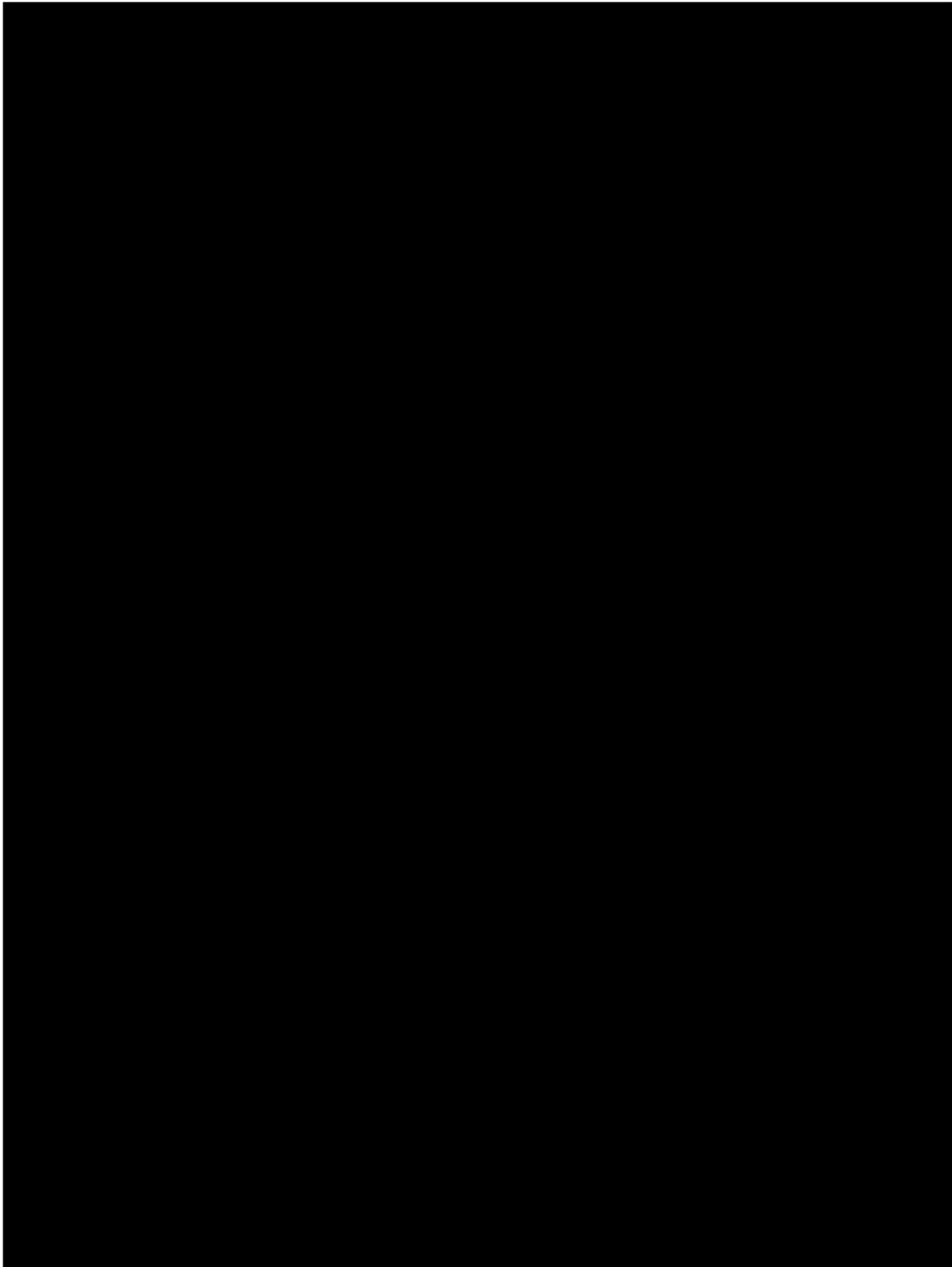


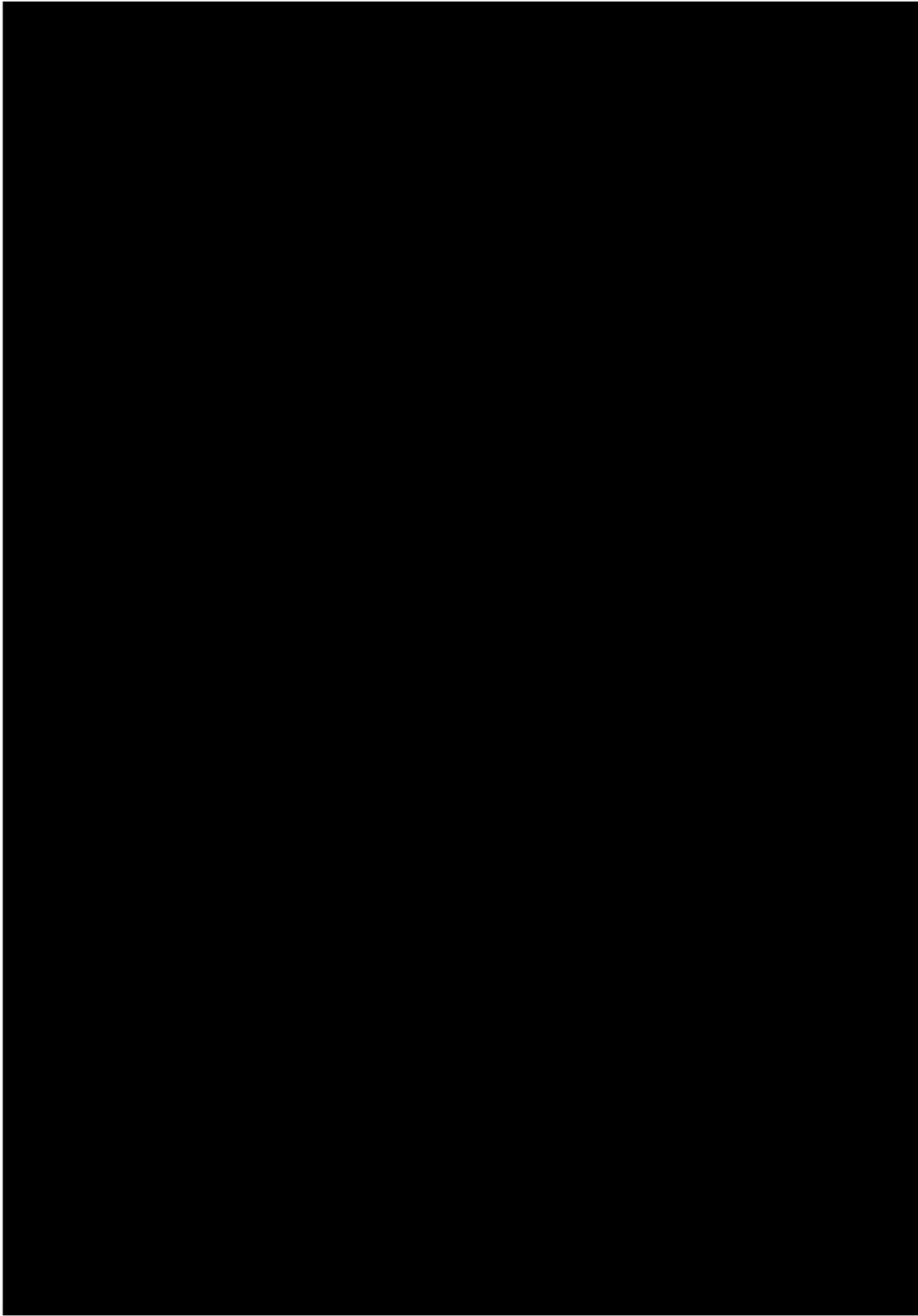


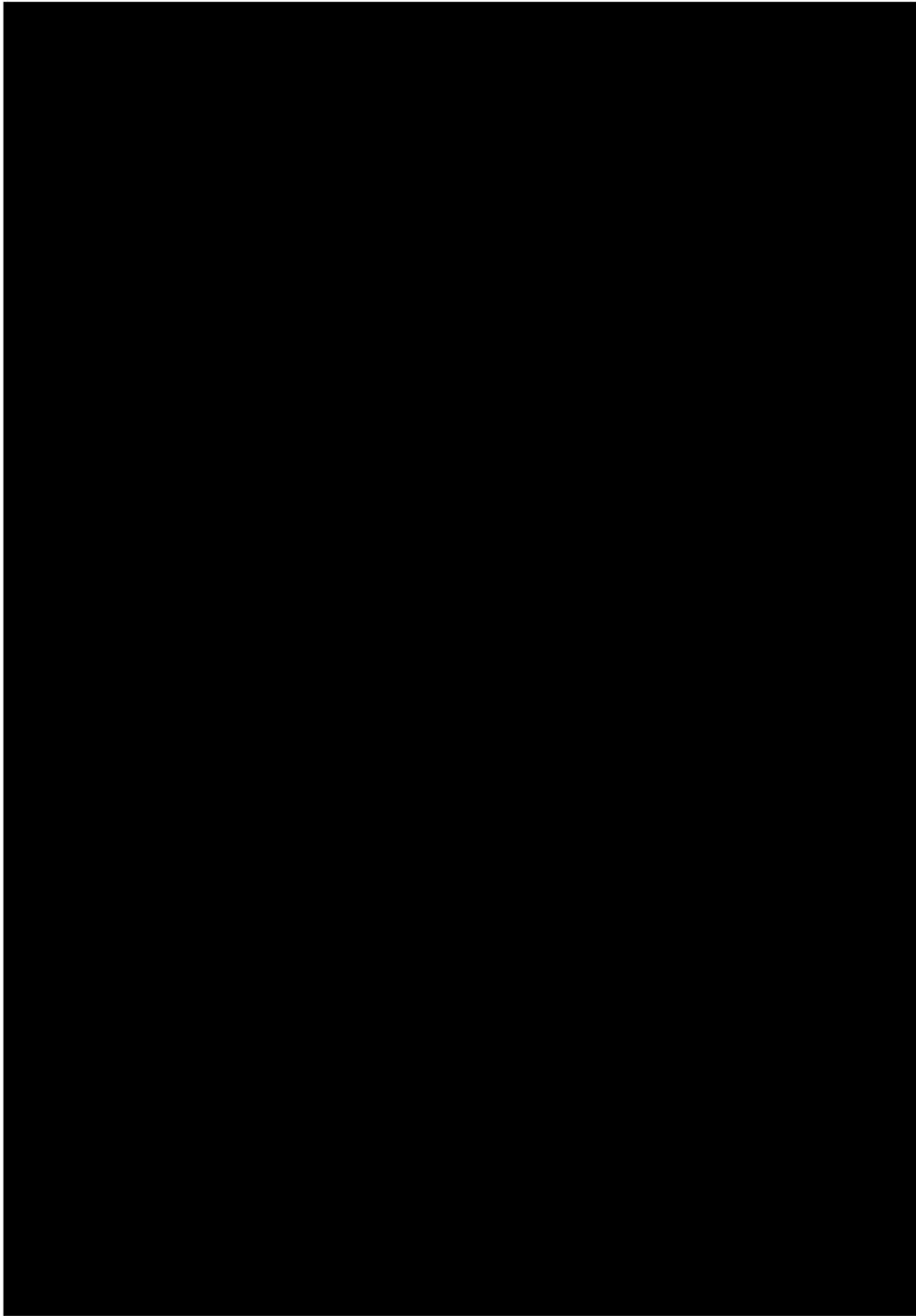




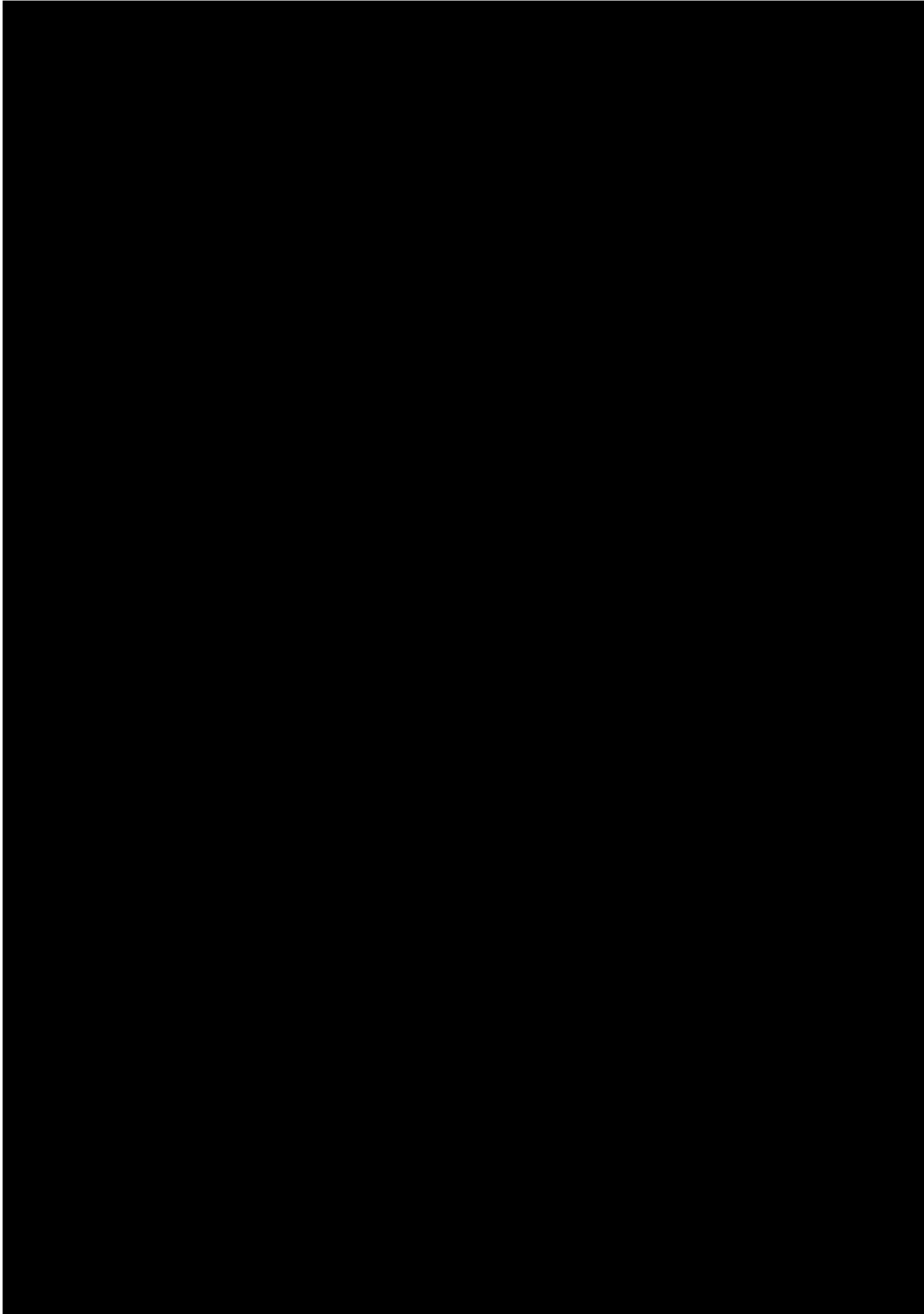


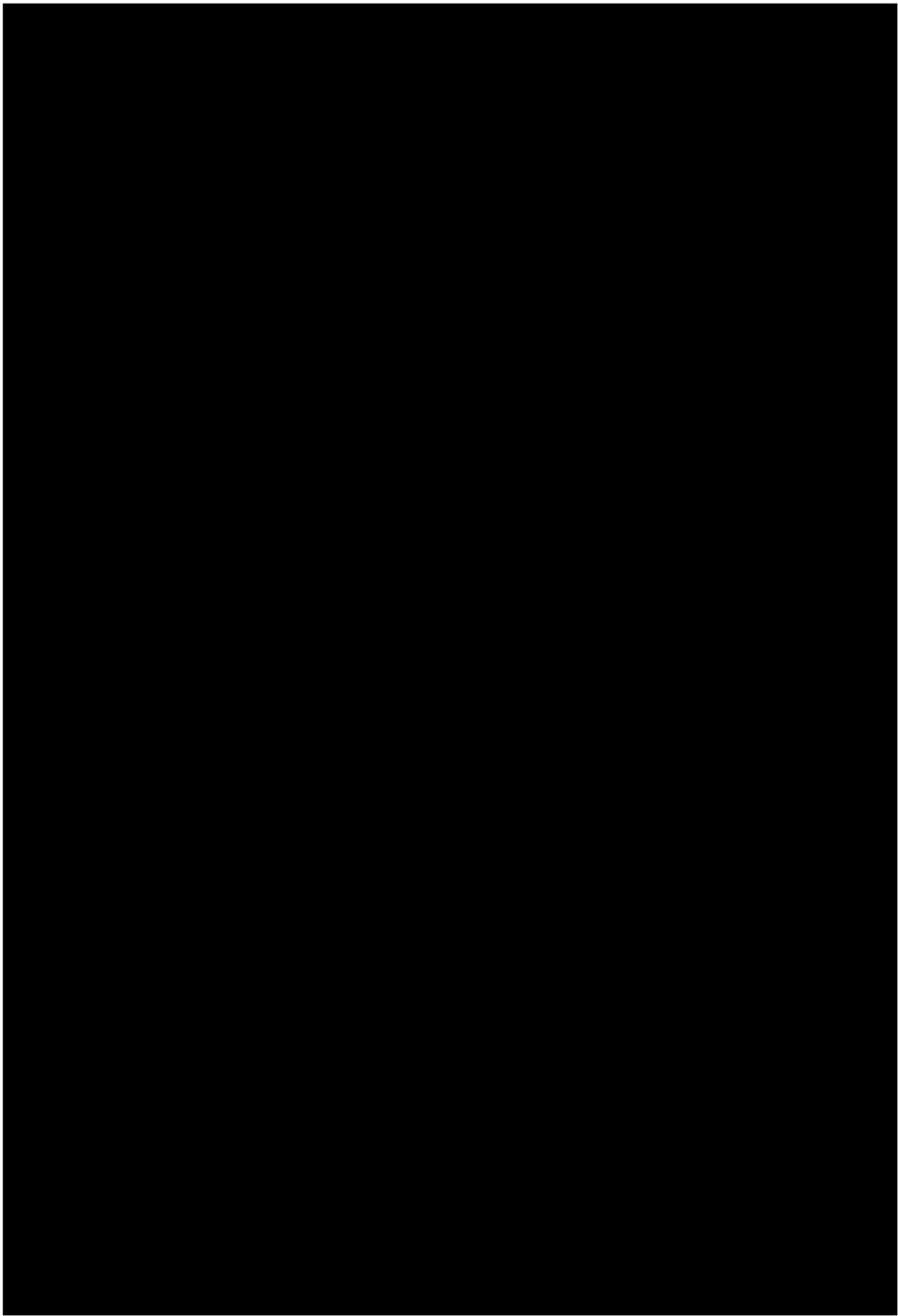


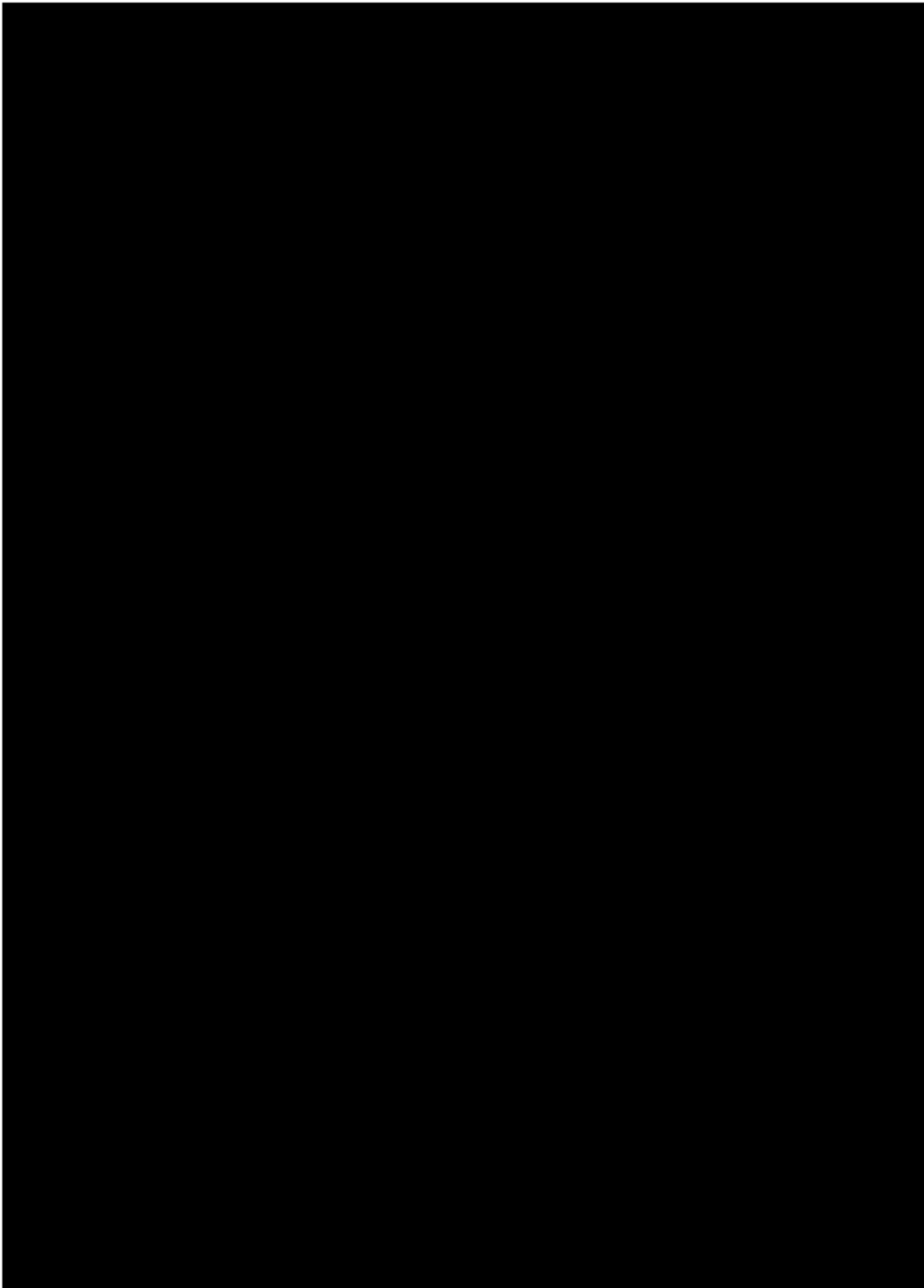




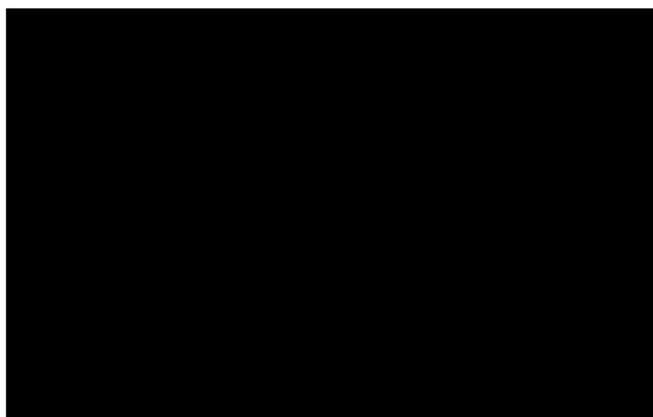




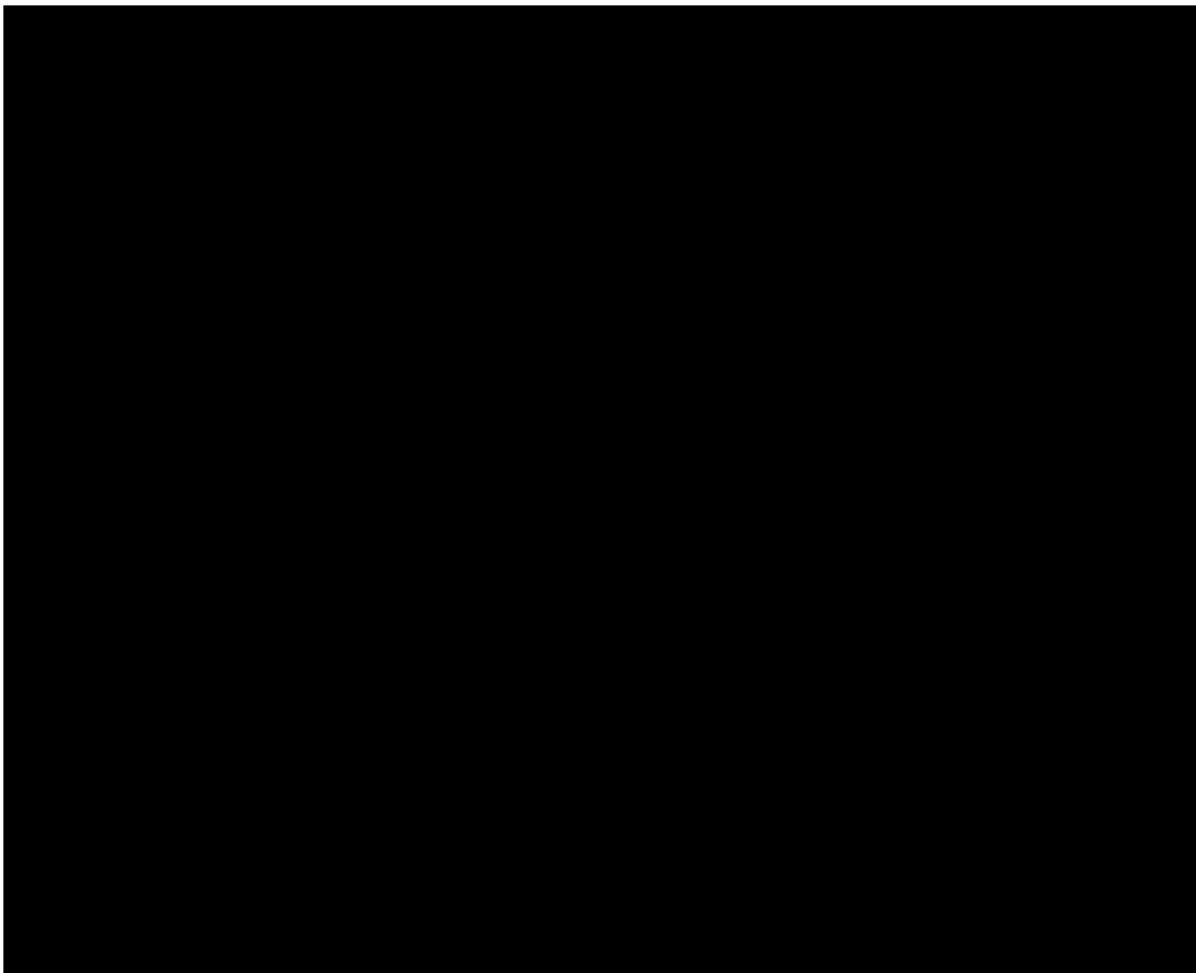






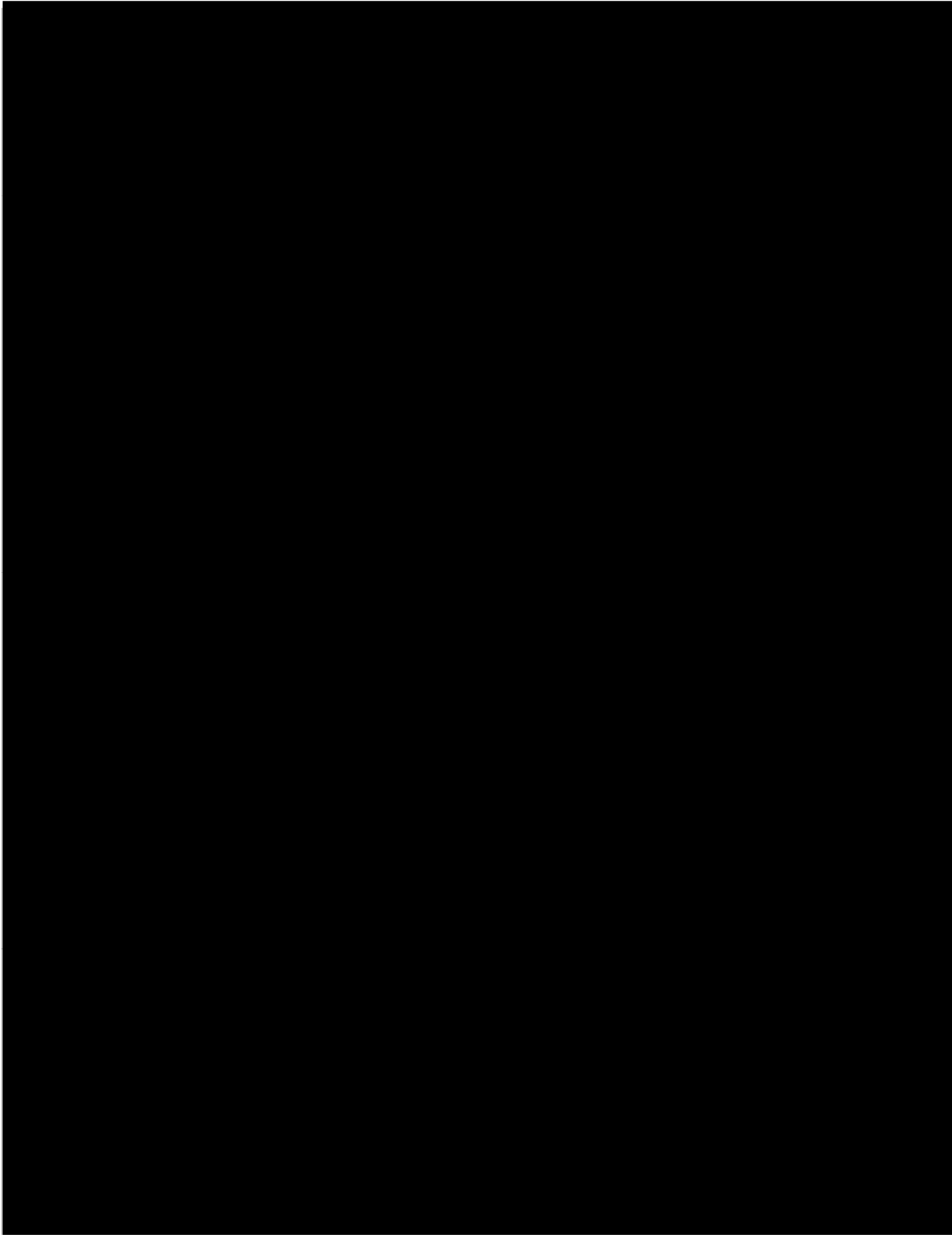


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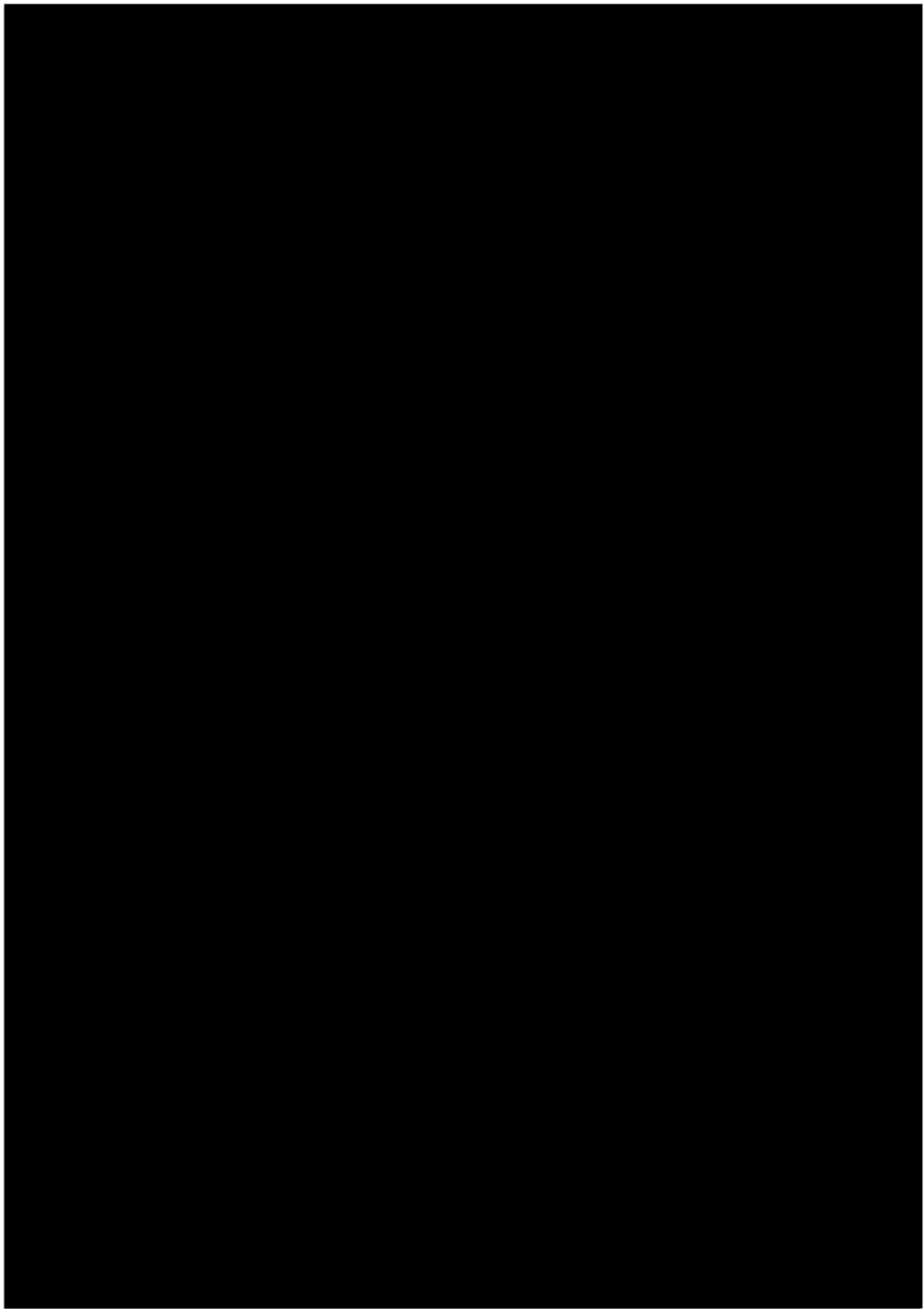


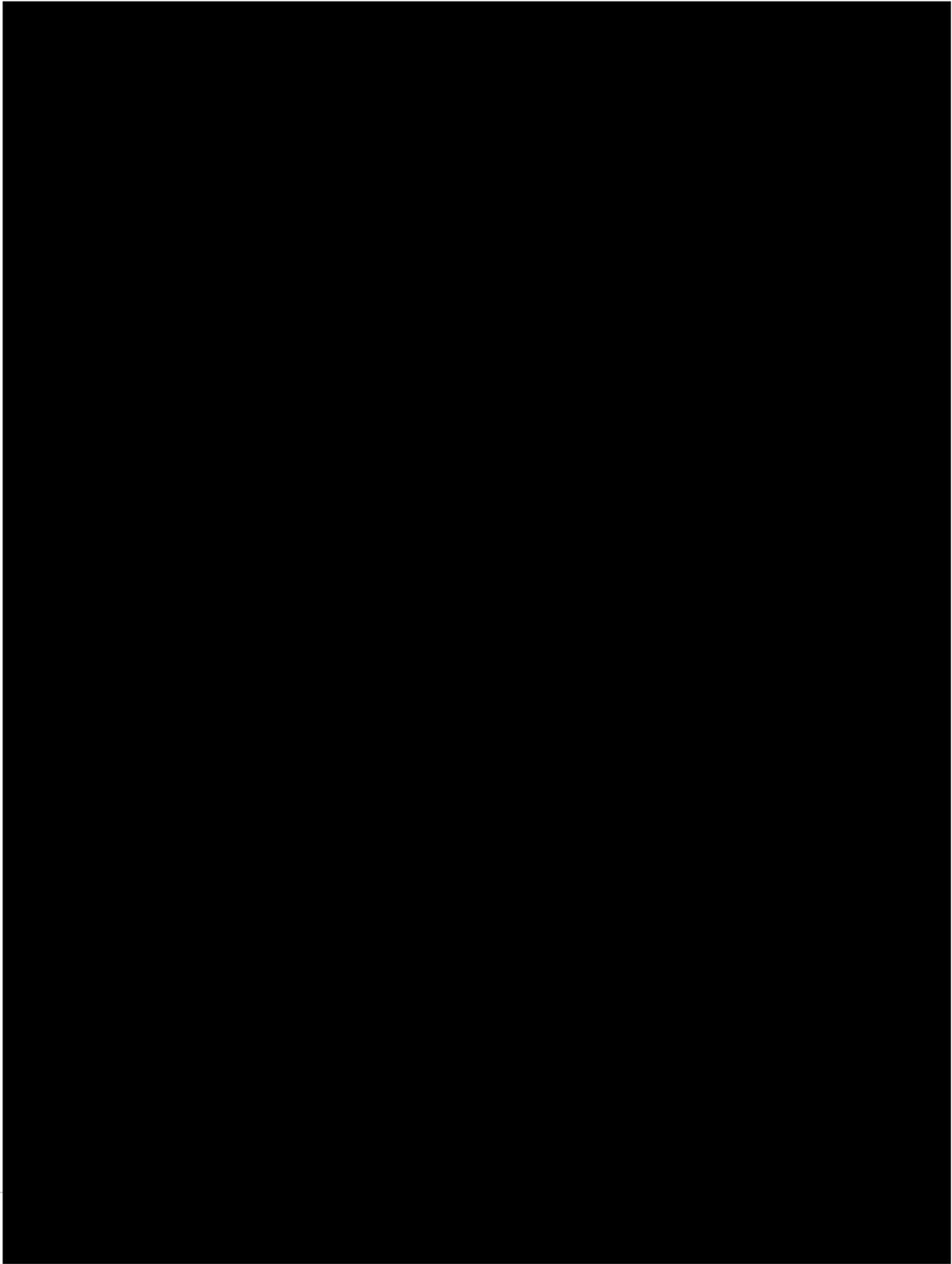
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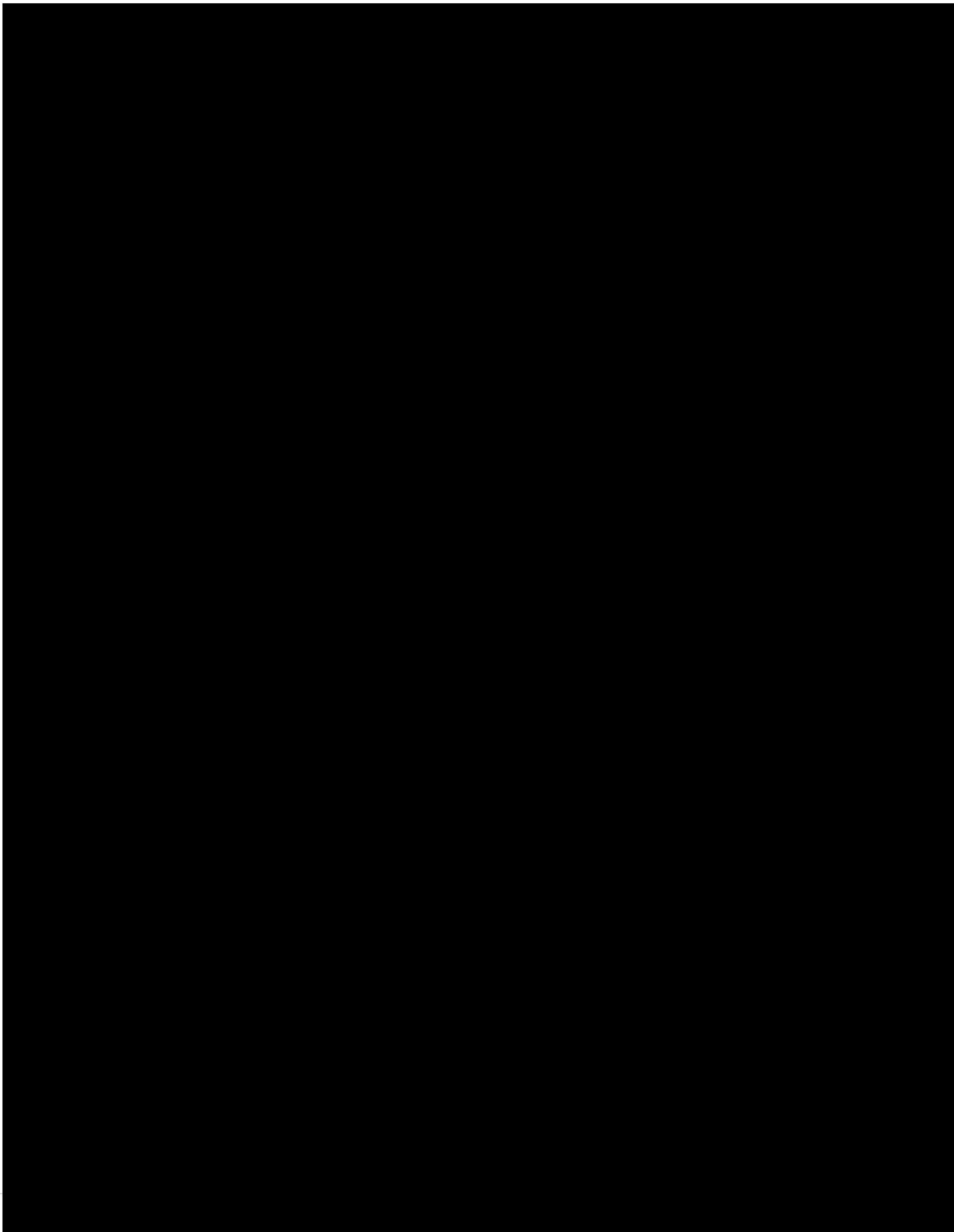
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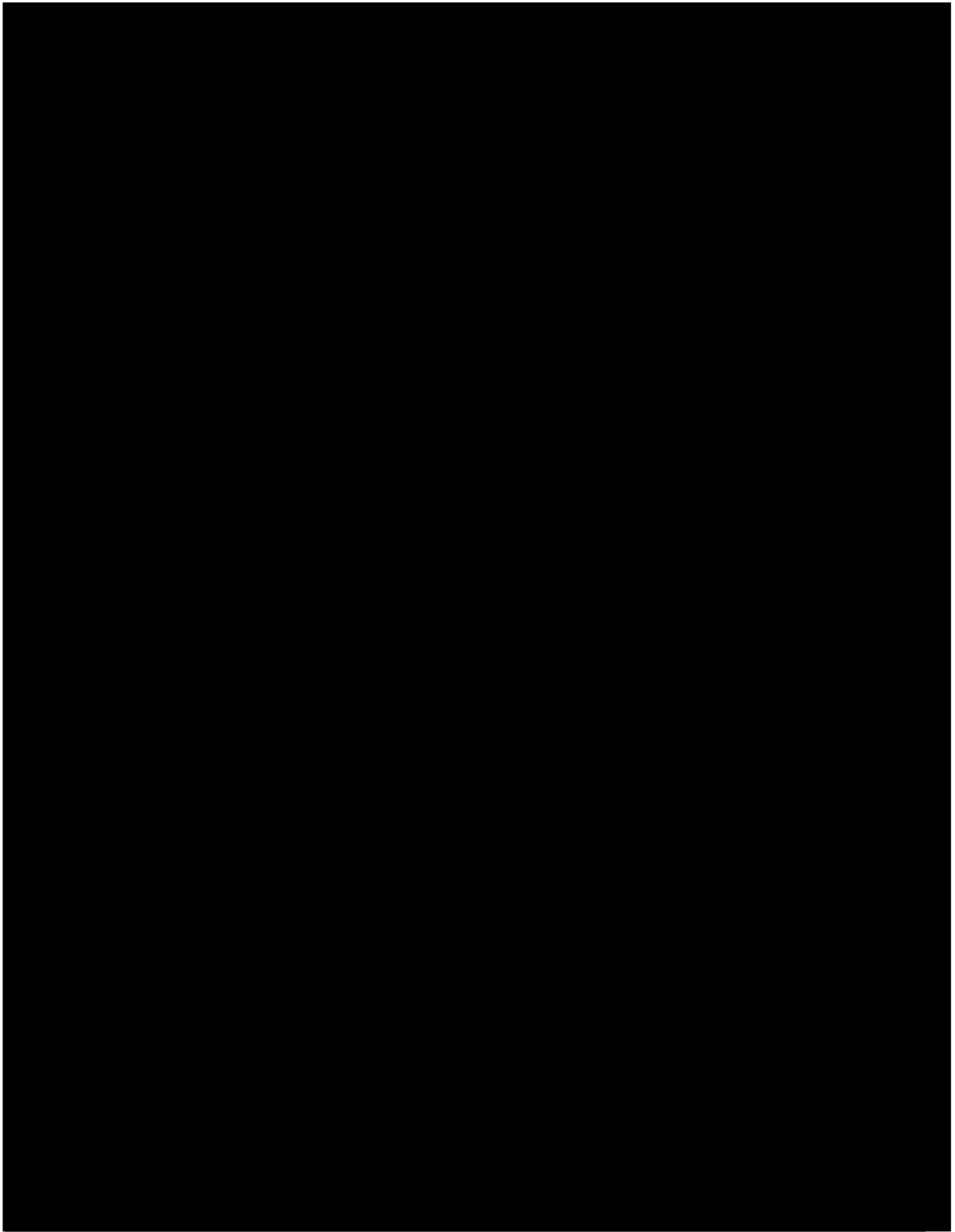


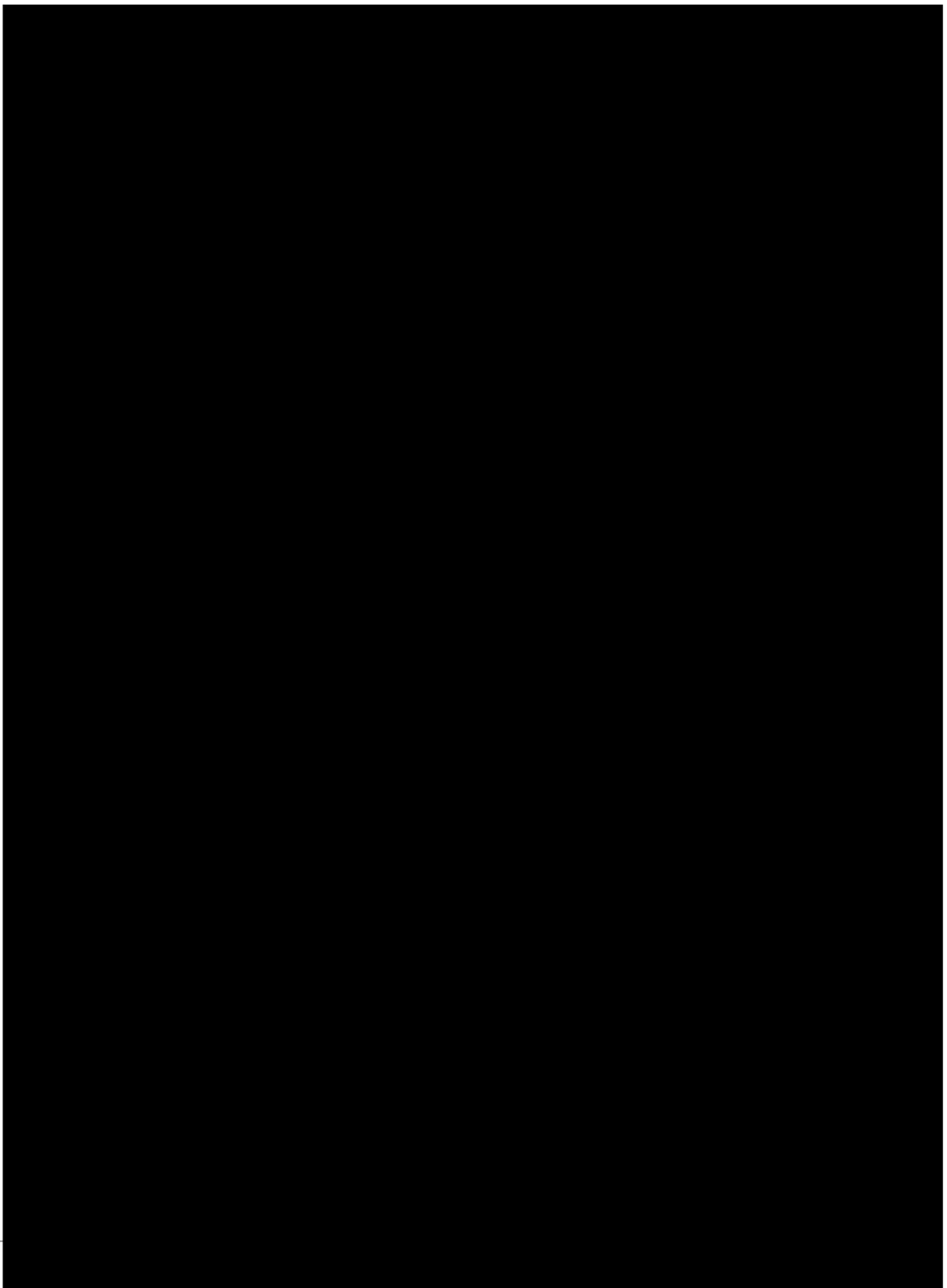




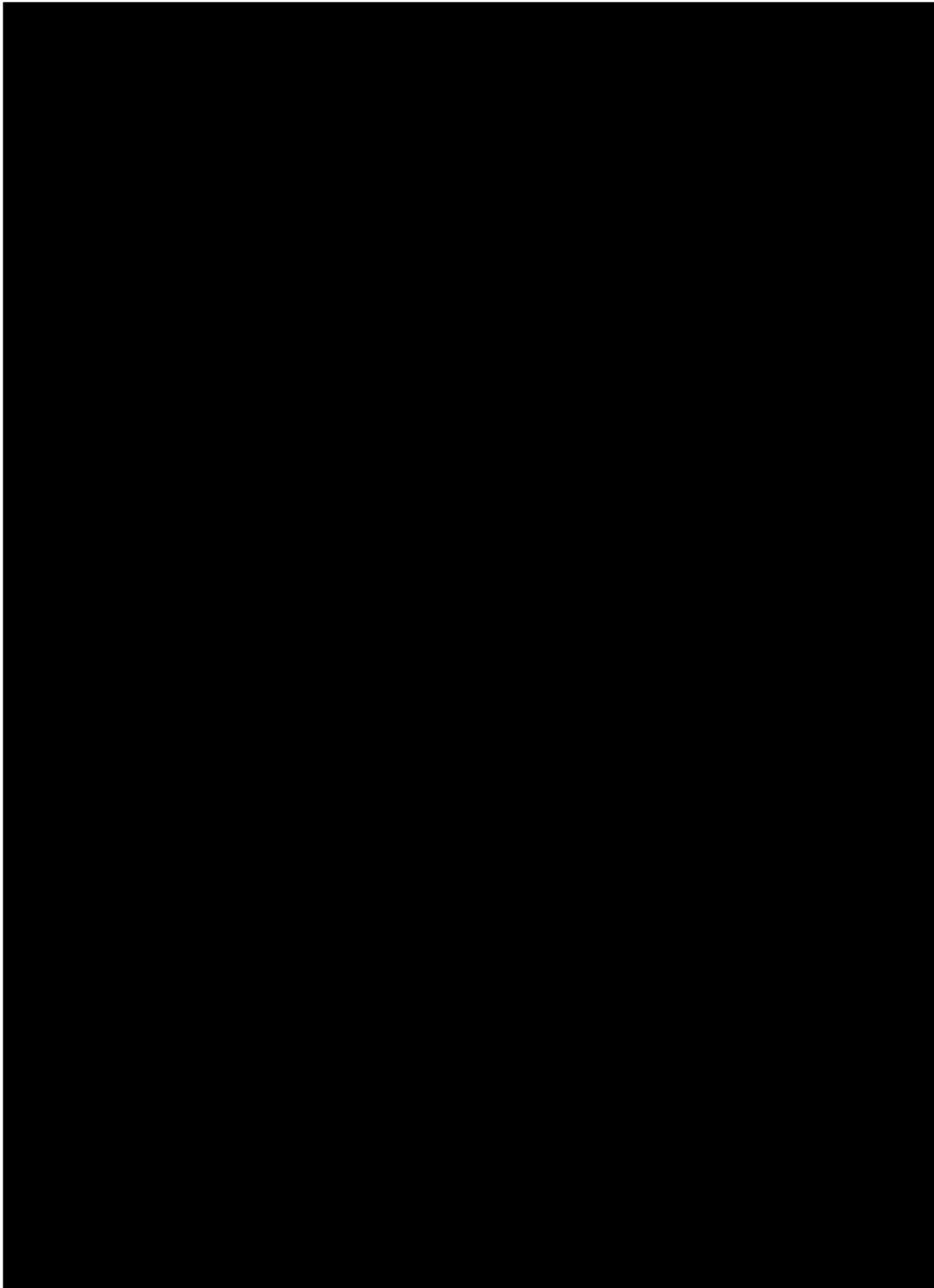




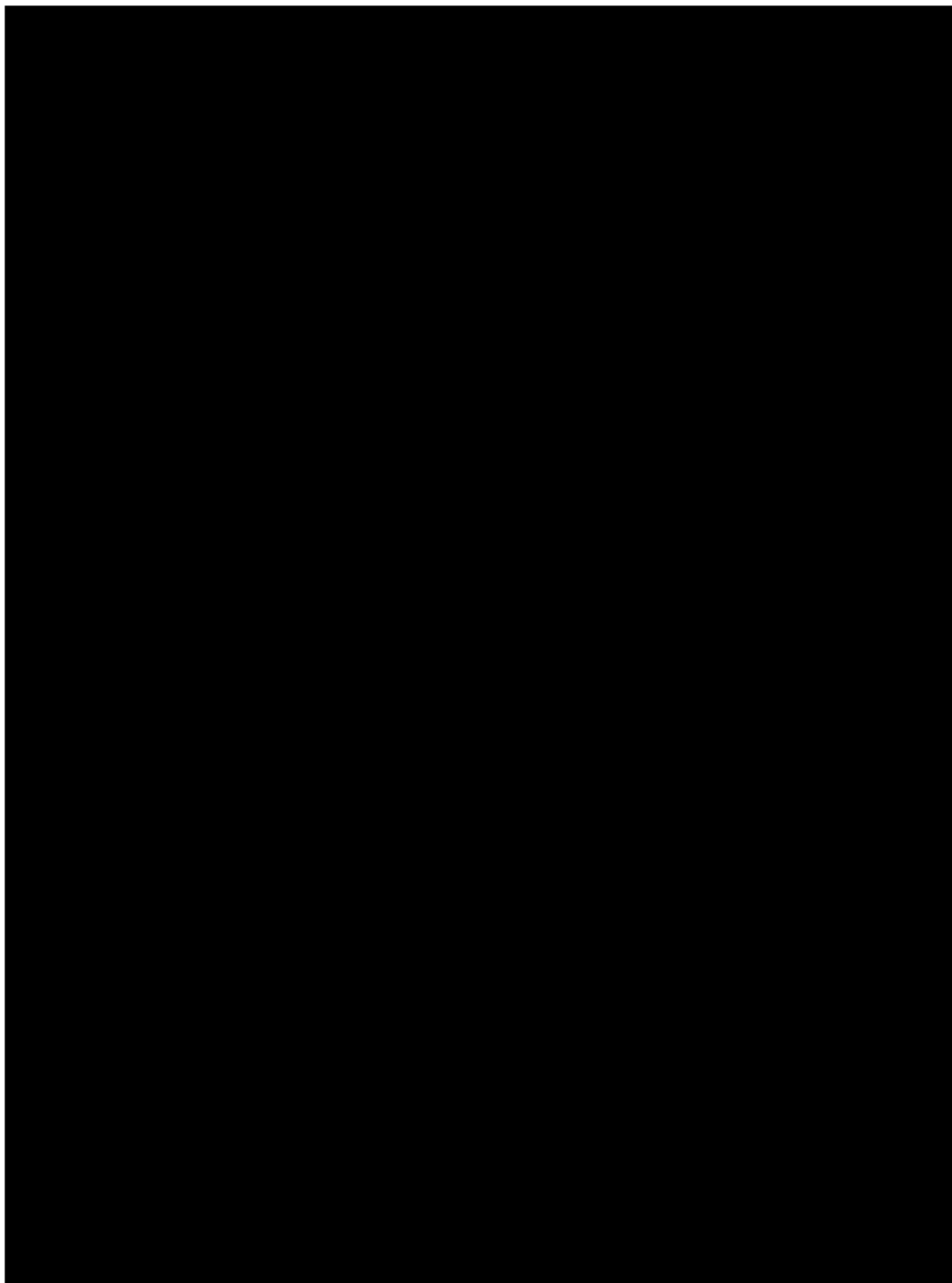


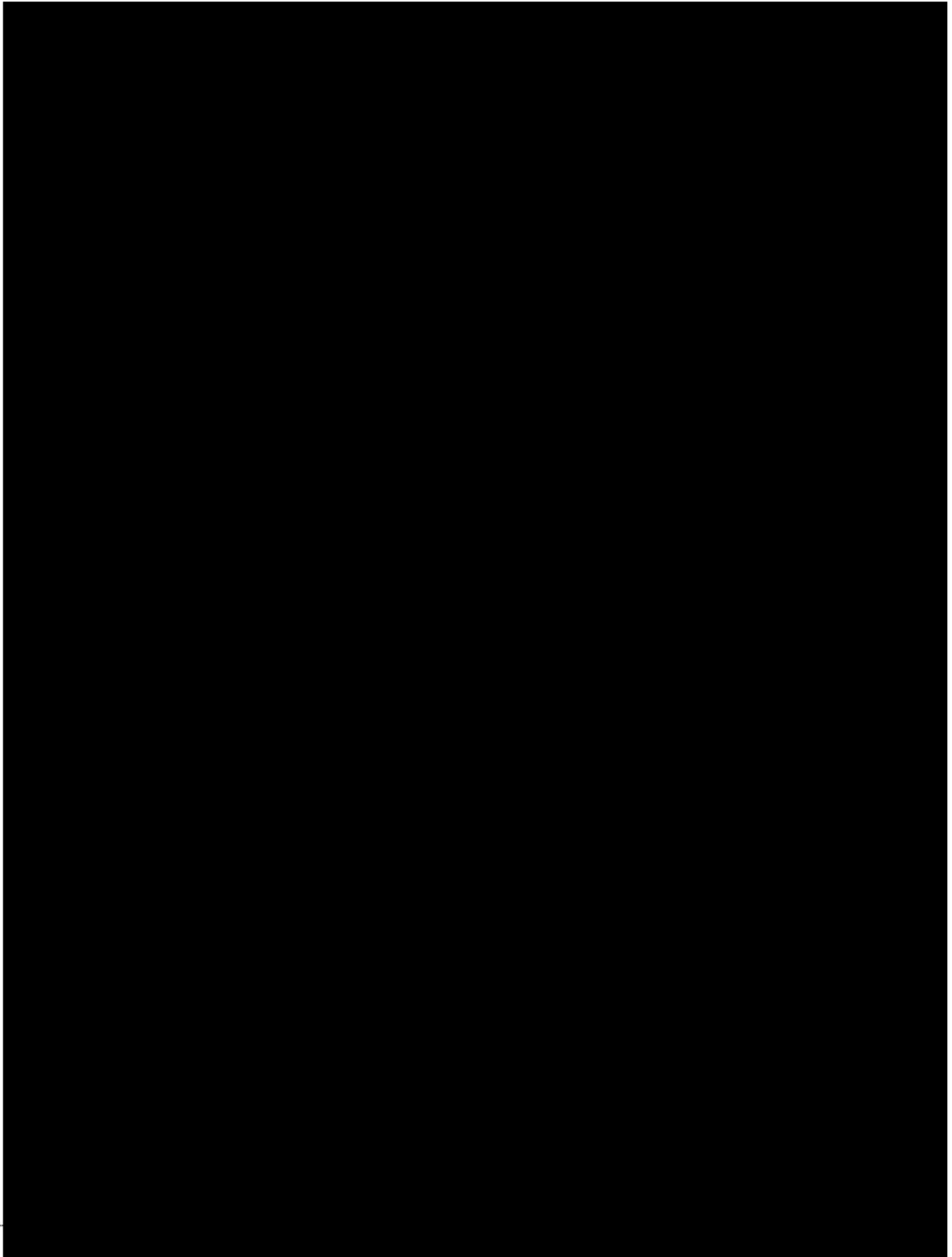


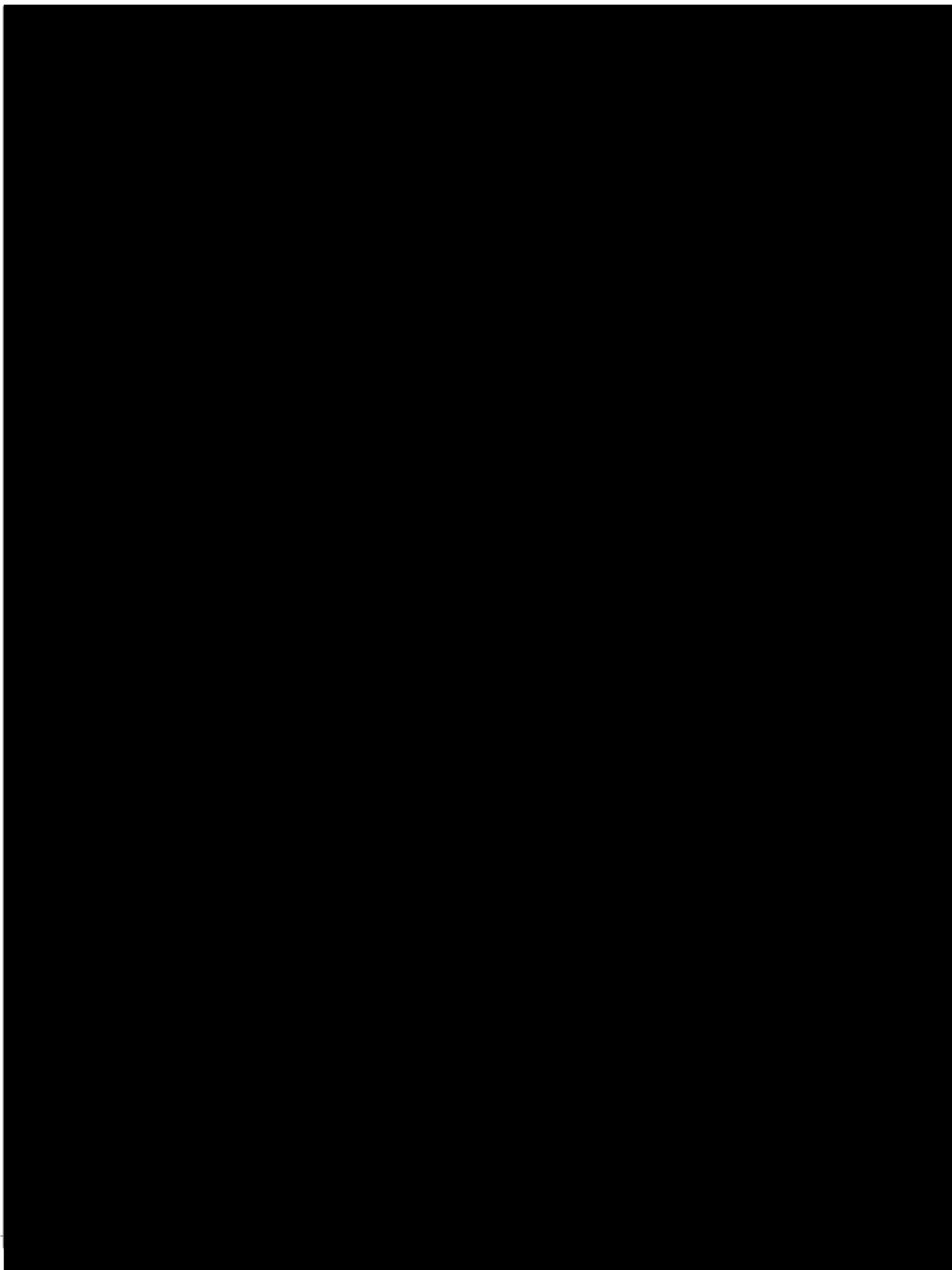


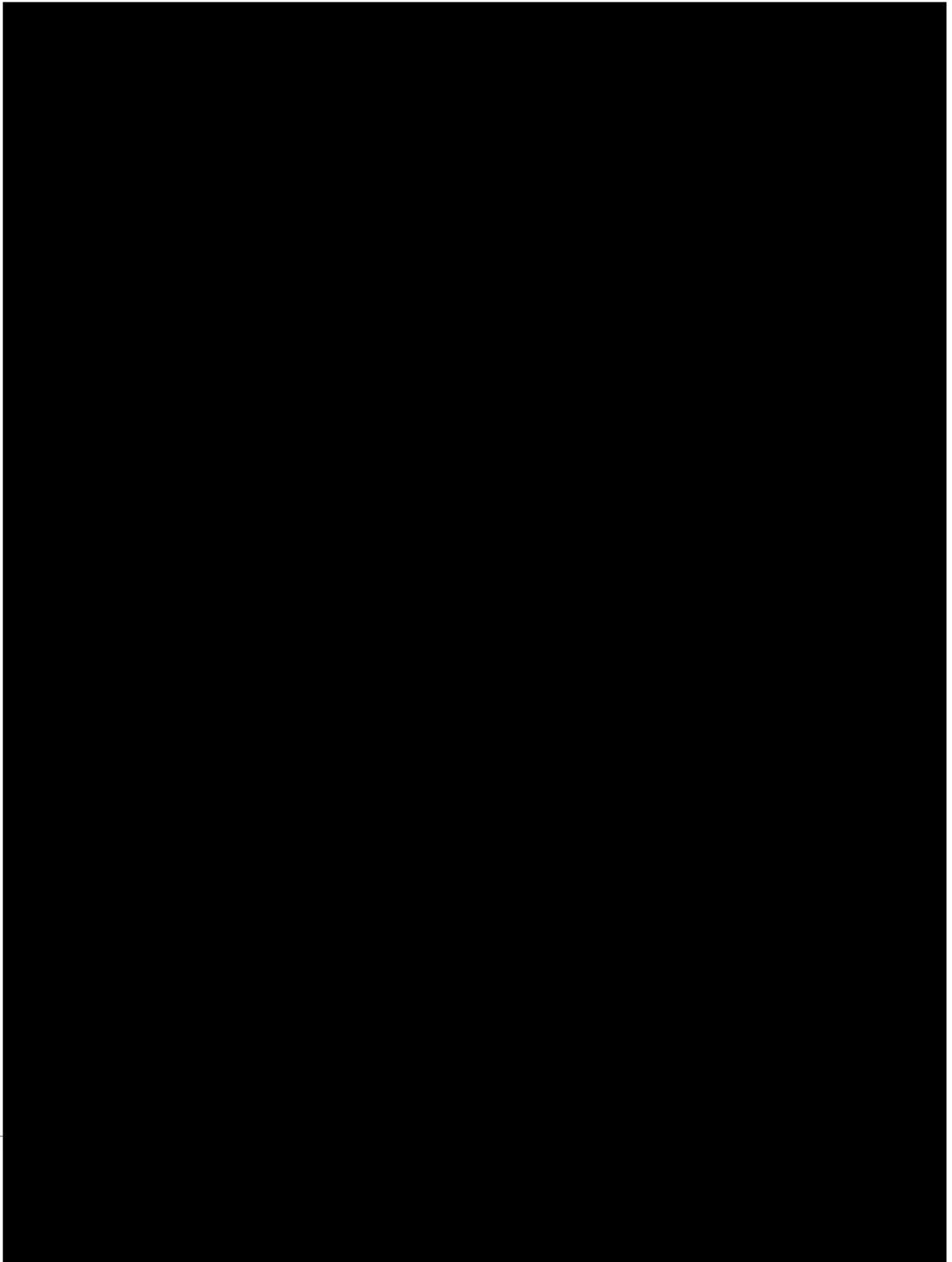


Page 36 of 36

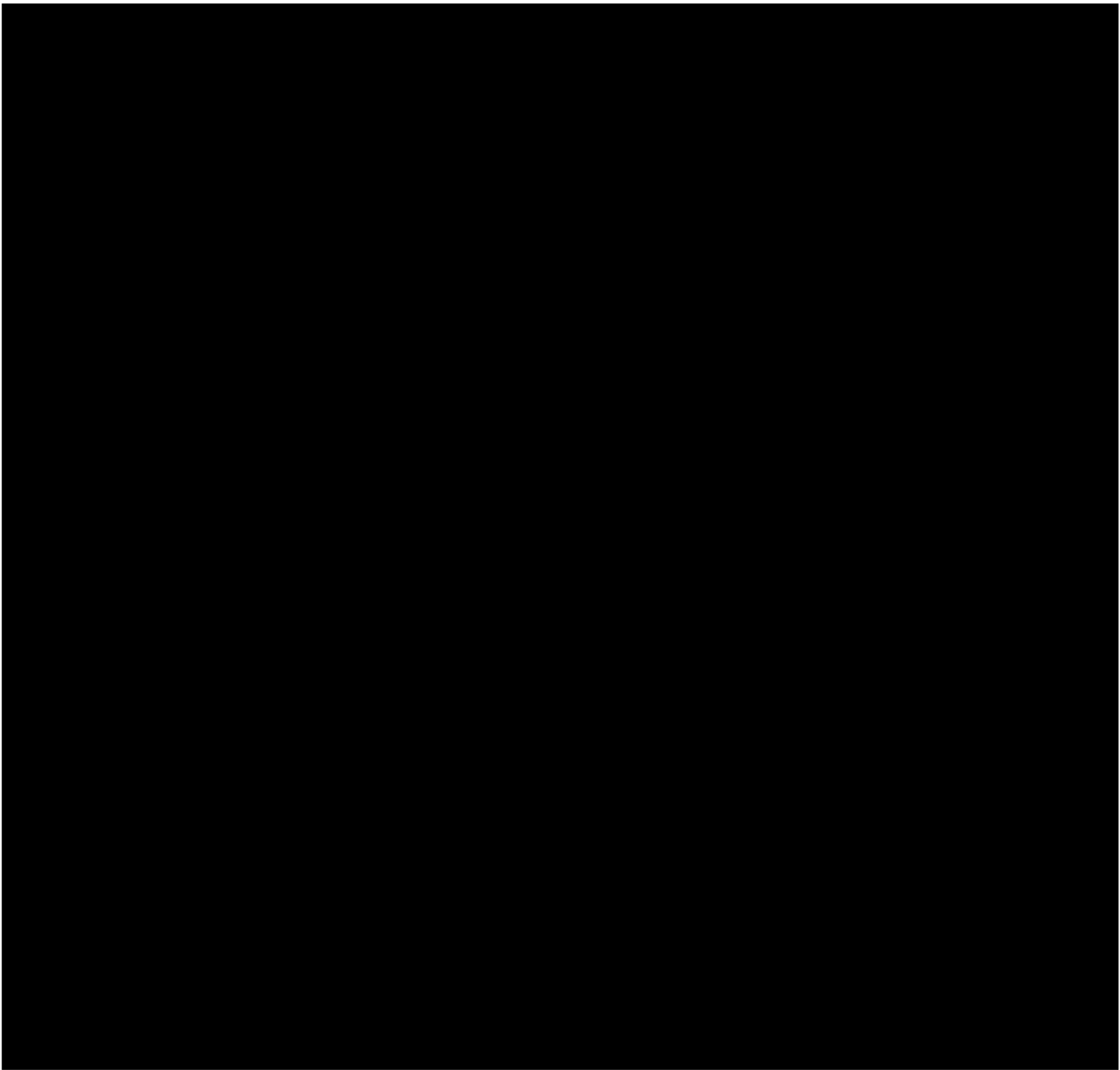












## Appendix D – Software License Agreement

### Software Licensing Agreement

This Agreement is entered into as of \_\_\_\_\_ (“Effective Date”), by and between Fairfax Imaging, Inc. (dba Fairfax Software) (“Fairfax”), a Virginia corporation, headquartered at 2005 Pan Am Circle Drive, Tampa, Florida 33607, and \_\_\_\_\_ (“CUSTOMER”), having an address at \_\_\_\_\_.

#### 1. Grant of License to Use (the “License”)

1.1 Subject to the terms and conditions of this Agreement and the payment of the license fee specified on Schedule A to this Agreement (“Schedule A”), Fairfax grants CUSTOMER on behalf of its parent and subsidiary entities, a non-exclusive, non-sub licensable, non-transferable right to use Fairfax’s forms processing software, *Quick Modules*, in object code form. *Quick Modules* is for CUSTOMER’s internal use and evaluation only. All rights not expressly and unambiguously granted are reserved by Fairfax, including ownership of the software and the underlying intellectual property. To the extent any third-party software is listed on Schedule A, Fairfax grants to CUSTOMER a license to that software as well, subject to all the terms and conditions of this Agreement.

#### 2. Restrictions

2.1 All CUSTOMER’s enterprise licensed software, including any additional *Quick Modules* subsequently licensed, and any part thereof may be used in a client server environment. The *Quick Modules* software may be copied solely for backup purposes, in whole or in part (with the proper inclusion of the Fairfax copyright notice and any Fairfax propriety notices on the *Quick Modules* software) and only for use with CUSTOMER’s enterprise client server environment for which it is licensed. CUSTOMER agrees to supply Fairfax with a list of installations upon request.

2.2 CUSTOMER shall not (and shall not allow any third party to) (i) de-compile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas of *Quick Modules* by any means whatsoever, (ii) remove any product identification, copyright or other notices, (iii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use *Quick Modules* software to or for the benefit of third parties (iv) except as specified in the applicable user documentation provided by Fairfax modify, incorporate into or with other software or create a derivative work of any part of *Quick Modules* software, (v) load or use any portion of *Quick Modules* software (whether or not modified or incorporated into or with other software) on or with any machine or system other than those specifically agreed upon in writing between Fairfax and CUSTOMER in Schedule A.

2.3 In the event that Fairfax produces any subsequent software in the performance of a service for CUSTOMER, Fairfax shall be free to use for any purpose any concept, ideas, techniques, or general software developed by Fairfax during the performance of the services. It is understood that Fairfax shall be free to pursue, directly or with third parties, business or applications of similar nature. All other software, including packaged applications software, and/or software modifications furnished to CUSTOMER is licensed in accordance with the terms and conditions described herein.

2.4 No title or ownership of *Quick Modules* is transferred to CUSTOMER.

### **3. Termination**

3.1 Fairfax shall have the right to terminate all *Quick Modules* software licenses granted hereunder upon ninety (90) days written notice upon CUSTOMER's breach of the *Quick Modules* software license terms and conditions or otherwise breaches this Agreement; provided however that Fairfax shall have the right to terminate the software license immediately, enjoin CUSTOMER's further use of the software, and retake the software in the event of CUSTOMER's breach of section 2.2 of this Agreement. Termination shall occur automatically after the ninety (90) day notice and shall extinguish the license to use all *Quick Modules* software. In such event, Fairfax shall have the right to take immediate possession of the *Quick Modules* software, all copies thereof, and all documentation thereto, without further notice or demand, and CUSTOMER agrees to return all such items within ninety (90) days. Except for the License and except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy, and all other remedies will be available whether or not the License is terminated.

3.2 At any time, in CUSTOMER's sole discretion, CUSTOMER believes that Fairfax's continuing business operations is in question, CUSTOMER may request that the source code for *Quick Modules* be placed into escrow with a third-party escrow agent. This request will be complied with by Fairfax within thirty (30) days. The cost of the escrow will be borne by CUSTOMER. The escrow agreement would specify the conditions, including Fairfax (or any successor or acquirer) ceasing of all operations, under which the escrow agent would release the *Quick Modules* source code to CUSTOMER.

### **4. Limited Warranty and Disclaimer**

4.1 Subject to the conditions and limitations on liability stated herein and on Schedule A, Fairfax warrants for a period of ninety (90) days from the acceptance of the first copy of each of *Quick Modules* hereunder that *Quick Modules* as delivered, without CUSTOMER's modifications, will materially conform to Fairfax's then current documentation for *Quick Modules*. This warranty covers only problems reported to Fairfax during the warranty period.

4.2 ANY LIABILITY OF FAIRFAX WITH RESPECT TO *QUICK MODULES* OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR, IF REPLACEMENT IS INADEQUATE AS A REMEDY OR, IN FAIRFAX'S OPINION, IMPRACTICAL, TO REFUND OF THE PRODUCT LICENSE FEE. EXCEPT FOR THE FOREGOING, THE *QUICK MODULES* SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. FURTHER, FAIRFAX DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF *QUICK MODULES* SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

4.3 Outside the U.S., neither these remedies nor any product support services offered by Fairfax are available without proof of purchase from an authorized non-U.S. source.

## **5. Limitations of Liability**

**5.1 IN NO EVENT SHALL FAIRFAX BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) UNDER ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON A BREACH OF THIS AGREEMENT, MALFUNCTION OR DEFECTS IN THE PRODUCTS, NON-DELIVERY, OR IN TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **6. Export Restrictions**

6.1 *Quick Modules*, including all related technical data, are subject to United States export control laws, including the United States Export Administration Act and associated regulations and may be subject to export and import regulations in other countries. CUSTOMER agrees to comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import *Quick Modules*.

## **7. Governing Law**

7.1 This Agreement and performance hereunder shall be governed by the laws of the State of Florida, and any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed, shall be brought, and prosecuted in a court of competent jurisdiction sitting in the State of Florida.

## **8. Miscellaneous**

8.1 CUSTOMER shall not delegate or assign any or all of its duties, obligations, or rights hereunder.

8.2 Severability: If any provision herein shall be held to be invalid or unenforceable for any reason, such provision shall, to the extent of such invalidity or unenforceability, be severed, the remainder of the Agreement shall continue in full force and effect.

8.3 Merger: This Software Licensing Agreement, Schedules A, and Support Services Agreement evidences the complete understanding and agreement between Fairfax and CUSTOMER and supersedes any prior understandings or agreements written or oral.

8.4 Limitation Period: Under no circumstances shall any action be brought against Fairfax, regardless of form, under this Agreement more than two (2) years after such cause of action shall have accrued.

8.5 Copyright Infringement: Fairfax agrees to indemnify, defend, and hold harmless CUSTOMER for any damages and costs including attorneys' fees in case of any third-party action brought against CUSTOMER for copyright infringement resulting from CUSTOMER's use of the *Quick Modules* software; provided however that Fairfax's obligations under this section 8.5 shall not apply to the extent the claim arises as a result of CUSTOMER's modification of the software, use of the software other than as directed by Fairfax, or use of the software in conjunction with the intellectual property of a third-party.

**IN WITNESS WHEREOF**, EACH PARTY HERETO HAS EXECUTED AND DELIVERED THIS Agreement by a duly authorized representative as of the date first written above.

Agreed to:  
Fairfax Imaging, Inc.

Agreed to:  
CUSTOMER

By \_\_\_\_\_  
**Authorized Signature**

By \_\_\_\_\_  
**Authorized Signature**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Michael D. Minter, VP, Sales and Marketing

CUSTOMER NAME and TITLE



Appendix E – Secretary of State, Indiana

**State of Indiana  
Office of the Secretary of State**

**Certified Copies**

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this 2 page document consisting of the following records filed in this office:

Certification Date: February 26, 2018  
Business Name: FAIRFAX IMAGING, INC.  
Business ID: 2007111300636

Transaction	Date Filed	No. of pages
Business Entity Report	09/13/2017	2
Total No. of pages		2



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 26, 2018

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

## Appendix F – Power of Attorney



### POWER OF ATTORNEY

I, **Steve Chahal**, a Florida resident and the President / Chief Executive Officer of Fairfax Imaging, Inc. (DBA "Fairfax Software"), (hereinafter referred to as "**Fairfax**"), a Virginia Corporation, hereby appoint and constitute **Mr. Michael D. Minter**, (hereinafter referred to as "**Agent**"), as my true and lawful agent and attorney-in-fact, in any and all capacities as President of Fairfax, with full power substitution, for the *limited* purposes of executing on my behalf, such contractual agreements for: (1) the procurement of sales of Fairfax goods and services; and (2) the procurement of third-party vendor goods and services, as Agent deems necessary to carry out the day to day activities of the business of Fairfax in the ordinary course of business.

**Termination.** This limited power of attorney shall terminate upon the earliest to occur of: (1) any breach by Agent of the limitations of this power of attorney; (2) the termination of Agent's employment with Fairfax; or (3) the termination of this limited power of attorney by Fairfax.

**IN WITNESS WHEREOF**, the corporation has caused this power of attorney to be executed in its corporate name by its President and Chief Executive Officer this 6<sup>th</sup> day of January, 2020.

Fairfax Imaging, Inc. (DBA "Fairfax Software"):

By: 

Steve Chahal  
President and Chief Executive Officer

**Attorney-in-Fact:**

By: 

Michael D. Minter  
Vice President of Sales & Marketing

## Appendix G – Appendix A and A1, Commitment Letters

### 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 (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

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 <http://www.in.gov/idoa/2352.htm>
- 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 <http://www.in.gov/idoa/2352.htm>.

# STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

RFP#: 21-1788

DUE DATE: August 7, 2020

TOTAL BID AMOUNT: \$733,771

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name: AimHire IT, LLC	Contact Person: Stacia Schoeneman
Address: 18677 Wychwood Place Noblesville, IN 46062	E-mail: <a href="mailto:stacia@aimhireit.com">stacia@aimhireit.com</a>
Sub-Contract Amount: \$58,702	Telephone Number: (317) 506-1055    Fax Number: ( )
Sub-Contract Percentage of Total Bid: 8%	Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract: AimHire IT will supplement Fairfax Software's staff and participate in completion of User Acceptance Testing by DOR. AimHire IT will provide guidance in the testing process, including best practices for test/use cases, documenting completion of all tests, noting any defects and communicating those defects to the Fairfax Software team.
Provide approximate dates when Sub-Contractor will perform on this project: AimHire IT will be engaged at the start of the Project (estimated to be December 2020) through the end of the Project in 2021.	

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	
Company Name: Ryan Consulting Group, Inc.	Contact Person: Darrell Street
Address: 7914 N. Shadeland Ave., Suite 200 Indianapolis, IN 46250	E-mail: <a href="mailto:dstreet@consultrcg.com">dstreet@consultrcg.com</a>
Sub-Contract Amount: \$58,702	Telephone Number: (317) 679-2132    Fax Number: ( )
Sub-Contract Percentage of Total Bid: 8%	Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract: Ryan Consulting Group will supplement Fairfax Software's internal Quality Assurance (QA) staff during this project and participate in completion of test cases to vigorously test the solution prior to delivery to DOR.
Provide approximate dates when Sub-Contractor will perform on this project: Ryan Consulting Group will be engaged at the start of the Project (estimated to be December 2020) through the end of the Project in 2021.	

Fairfax Imaging, Inc. (dba Fairfax Software)  
Respondent Firm  
2005 Pan Am Circle, Suite 110  
Address  
Tampa, FL 33607  
City/State/Zip Code  
Michael Minter  
Representative  
8-5-2020  
Date

877-627-8325  
Telephone Number  
813-881-1600  
Fax Number  
mminter@fairfaxsoftware.com  
Email Address  
*Michael D. Minter*  
Authorizing Signature  
Michael D. Minter  
Printed Name and Title

☐ Please check if additional forms are attached.

Page 1 of 1

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



Date: July 21, 2020

Michael Minter  
Fairfax Software  
2005 Pan Am Circle, Suite 110  
Tampa, FL 33607

Subject: Commitment for Indiana Department of Administration RFP 21-1788 Department of Revenue Single Imaging Vendor System.

Dear Mr. Michael Minter,

AimHire IT LLC, an Indiana certified WBE, is committed to provide Quality Assurance and Testing services to Fairfax Software for the Indiana State RFP 21-1788, Indiana Department of Revenue, Single Imaging Vendor Solicitation.

It is our understanding that we will be engaged for the duration of the project starting in 2020 through the end of the Project (estimated December 2021) and we would be able to perform the services within 30 days of commencing the project. The commitment percentage amount of 8% (\$58,702) of the total bid amount is set aside for these services.

I look forward to working with you.

IN Secretary of State Control#: 201705251197691 I 7612013  
Federal Tax ID #:82-1226419

Sincerely

  
Stacia Schoeneman



AimHireIT.com  
*Do the right thing, always*

317-506-1055





Mr. Michael Minter  
V.P Sales and Marketing  
Fairfax Software  
2005 Pan Am Circle., Suite 110,  
Tampa, Florida, 33607

Subject: Commitment for Indiana State RFP 21.1788 Department of Revenue Single Imaging Vendor

Dear Mr. Minter,

Ryan Consulting Group (RCG) is pleased to commit to providing subcontracting services as part of your submission to assist in services for the above stated and referenced RFP. The *State of Indiana Department of Revenue (IDOR) RFP # 21-1788*. RCG is a Minority Business Enterprise (MBE) and will provide limited application QA and Testing as an MBE subcontractor for support based on the Scope of Work (SOW) for this project. The commitment percentage amount of 8% (\$58,702.0) (500 hours) of the total bid amount is set aside for these services. We expect to work at any time from the close of contract signing through project sign-off. RCG meets the following criteria listed in RFP-21-1788 under – Minority & Women's Business Enterprises RFP Subcontractor Commitment.

Ryan Consulting Group. meets the following criteria listed in Attachment A:

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as one classification – MBE or WBE
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at [www.buyindiana.in.gov](http://www.buyindiana.in.gov)
- Tax ID # 35-2152984
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

Please feel free to contact Darrell Street at (317) 679-2132 if you have questions about our firm or our commitment to this project.

Regards,  
  
Darrell Street

Ryan Consulting Group, Inc. (RYAN)  
Indianapolis, IN 46250

7914 N. Shadeland Ave. Suite 200  
[www.consultrcg.com](http://www.consultrcg.com)



**ATTACHMENT A1  
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR  
COMMITMENT FORM**

In accordance with Section 1.22 of RFP 21-1788, 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 [VA OSDBU](http://www.in.gov/idoa/2862.htm) registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <http://www.in.gov/idoa/2862.htm>.

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 ([VA OSDBU](http://www.in.gov/idoa/2862.htm)) 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 OSDBU), 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](http://www.in.gov/idoa/2352.htm))
- 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 [VA OSDBU](http://www.in.gov/idoa/2352.htm) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- 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](mailto:indianaveteranspreference@idoa.in.gov).

# STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 21-1788

DUE DATE: August 7, 2020

TOTAL BID AMOUNT: \$733,771

Company Name: Vespa Group, LLC	Contact Person: Tony Vespa	
Address: 201 N. Illinois St., South Tower 1600 Indianapolis, IN 46204	E-mail: <a href="mailto:vespa@vespa-group.com">vespa@vespa-group.com</a>	
Sub-Contract Amount: \$22,013	Telephone Number: ( 410 ) 533-6247	Fax Number: ( )
Sub-Contract Percentage of Total Bid: 3%	Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract: Vespa Group will provide personnel to assist with data reporting requirements related to the scope of services	
Provide approximate dates when Sub-Contractor will perform on this project: Vespa Group will be engaged at the start of the Project (estimated to be December 2020) through the end of the Project in 2021.		

Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: ( )	Fax Number: ( )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided and how this is a Valuable Scope Contribution of the Contract:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Fairfax Imaging, Inc. (dba Fairfax Software)

Respondent Firm

2005 Pan Am Circle, Suite 110

Address

Tampa, FL 33607

City/State/Zip Code

Michael Minter

Representative

8-5-2020

Date

877-627-8325

Telephone Number

813-881-1600

Fax Number

[mminter@fairfaxsoftware.com](mailto:mminter@fairfaxsoftware.com)

Email Address

*Michael D. Minter*

Authorizing Signature

Michael D. Minter

Printed Name and Title

☐ Please check if additional forms are attached.

Page 1 of 1

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



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August 5, 2020

Subject: Letter of Commitment for State of Indiana RFP 21-1788, Single Imaging Vendor

Dear Mr. Minter,

Thank you for the opportunity to partner with Fairfax Software on this opportunity with the State of Indiana. Vespa Group LLC is pleased to offer our commitment as an Indiana Veteran Owned Small Business (IVOSB) subcontractor.

Vespa Group is listed in both the Federal Center for Veterans Business Enterprise (VA OSDBU) registry and the IDOA Directory of Certified Firms (IDOA Bidder number: 0000035074). As part of the contract we will:

- Provide services only for those which we are certified to perform as listed in the state directory.
- Provide personnel to assist with data reporting requirements related to the scope of services (i.e. a Valuable Scope Contribution).
- Perform these services from December 2020 through the end of the contract.
- Receive approximately \$22,013 which is 3% of the total contract amount.

Please contact me directly if you have any questions regarding Vespa Group's participation on this opportunity. We greatly look forward to working with the State of Indiana on this exciting project.

Very respectfully,

Anthony J. Vespa  
Founder / Principle  
410-533-6247  
vespa@vespa-group.com

201 N Illinois Street  
South Tower, Suite 1600  
Indianapolis, IN 46204

## Appendix H - Surety Letter



North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

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July 28, 2020

Indiana Department of Administration  
Attn: David Brandon-Friedman  
402 W. Washington St. Room 468  
Indianapolis, IN 46204

Re: Fairfax Imaging, Inc.  
Project: DOR Single Imaging Vendor RFP #21-1788  
Estimated Subcontract Price: TBD

To Whom It May Concern:

We are pleased to write to you concerning our valued client, Fairfax Imaging, Inc., with whom we have enjoyed a pleasant and more than satisfying relationship.

North American Specialty Insurance Company/Swiss Re Corporate Solutions serves as Surety for Fairfax Imaging, Inc.. North American Specialty Insurance Company/Swiss Re Corporate Solutions is listed on the US Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated "A+" (Superior) with a financial size category of XV (\$2 billion+) by A. M. Best.

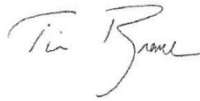
North American Specialty Insurance Company/Swiss Re Corporate Solutions will be pleased to consider performance and payment bonds on behalf of Fairfax Imaging, Inc.. It is our understanding that they will be submitting a bid for performing Imaging Services on the above referenced project. In the event that Fairfax Imaging, Inc. is awarded a contract for the above project, and Performance and Payment Bonds are required, North American Specialty Insurance Company/Swiss Re Corporate Solutions, as surety, is prepared to provide favorable consideration as it relates to the issuing of the necessary bonds. This commitment is based upon normal underwriting considerations at the time of the bond request including, but not limited to, acceptable contract terms, conditions, bond forms, and project financing.

If we can provide any further information on this fine company, please do not hesitate to call.

Sincerely,

NAS CORSO Seo 2014

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A handwritten signature in black ink, appearing to read "Tim Brewer". The letters are cursive and fluid.

Timothy Brewer  
Vice President