

ATTACHMENT A1
INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR
COMMITMENT FORM

In accordance with Section 1.22 of RFP 21-68067, the respondent is expected to submit with its proposal an Indiana Veteran Owned Small Business (IVOSB) RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Indiana Veteran Owned Small Business(es) listed in the “VETBIZ” registry, or listed on the IDOA Directory of Certified Firms that conform to the IVOSB rules as laid out at <https://www.in.gov/idoa/mwbe/indiana-veteran-business-program/ivosb-faqs/>.

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

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

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

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

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

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

INDIANA VETERAN OWNED SMALL BUSINESS RFP SUBCONTRACTOR LETTER OF COMMITMENT

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

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

STATE OF INDIANA IVOSB SUBCONTRACTOR COMMITMENT FORM

RFP#: 21-68067 Security Controls Audit Services

DUE DATE: June 28, 2021

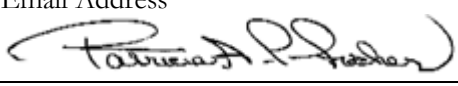
TOTAL BID AMOUNT: \$79,925.00

Company Name: FireWatch Solutions, Inc.	Contact Person: Brian von Kraus	
Address: 555 N. El Camino Real, #A345 San Clemente, CA 92672	E-mail: brian.vonkraus@firewatchsolutions.com	
Sub-Contract Amount: 23 hours @ \$75.00/hour = \$1,725.00	Telephone Number: (949) 438-0798	Fax Number: (949) 449-8694
Sub-Contract Percentage of Total Bid: 4.75%	Describe service/product to be provided and <u>how this is a Valuable Scope Contribution of the Contract:</u> Physical Security – required task.	
Provide approximate dates when Sub-Contractor will perform on this project: July 28, 2021 – August 3, 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 <u>how this is a Valuable Scope Contribution of the Contract:</u>	
Provide approximate dates when Sub-Contractor will perform on this project:		

JANUS Software, Inc., d/b/a JANUS Associates
Respondent Firm
2 Omega Drive
Address
Stamford, CT 06907
City/State/Zip Code

Patricia A. P. Fisher
Representative
June 28, 2021
Date

203-251-0200
Telephone Number
203-251-0222
Fax Number
patfisher@janusassociates.com
Email Address

Authorizing Signature
Patricia A. P. Fisher, President & CEO
Printed Name and Title

☒ Please check if additional forms are attached.

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Teaming Agreement

JANUS Software, Inc., d/b/a JANUS Associates (JANUS) a Florida Corporation with Headquarters in Stamford, Connecticut, and FireWatch Solutions (FireWatch) with Headquarters at 127 W. Escalones, San Clemente, CA 92672, have agreed that by combining their resources and capabilities they will offer the best opportunity to achieve optimum performance, cost and delivery for procurement described herein, and do therefore enter into this Teaming Agreement for the activities described herein.

1. JANUS is hereinafter referred to as "PRIME" and FireWatch is hereinafter referred to as "SUBCONTRACTOR".
2. This Agreement sets forth the complete understanding of the parties relative to the following client needing the following services:

State of Indiana Lottery Commission – Various physical security related services

3. This document is the Agreement governing, among other things, the performance of certain tasks and efforts referenced above and in EXHIBIT A. Accordingly, the parties agree as follows:
 - a. SUBCONTRACTOR shall be bound by the prices, terms, conditions, and commitments set forth in the proposal for this procurement.
 - b. SUBCONTRACTOR agrees to only contact State of Indiana Lottery Commission in the event that there is an on-site issue.
4. Unless sooner terminated or extended by mutual written agreement of the parties, this Agreement shall expire upon the happening of any of the following events, whichever shall first occur:
 - 4.1 Completion of work by SUBCONTRACTOR as outlined in EXHIBIT A.
 - 4.2. Any decision by the Client that it has cancelled the engagement.
 - 4.3. Written notice from Client that SUBCONTRACTOR is unacceptable in the role.
 - 4.4. Cancellation of the procurement by the Client.
 - 4.5. Failure of the parties, after good faith negotiations, to agree upon a mutually acceptable subcontract which includes the price, schedule and terms and conditions thereof, within thirty (30) days transmission of this agreement.
 - 4.6. Ineligibility or inability of SUBCONTRACTOR to perform work as outlined in EXHIBIT A due to conflict of interest, suspension, debarment, bankruptcy, or any other valid cause.
 - 4.7. Material breach of this Agreement by a party which is not corrected within fifteen (15) business days after written notice of such breach is provided.
5. All work with the Client relative to this procurement and its subject matter shall be coordinated by PRIME. SUBCONTRACTOR, if so requested by PRIME, will assist in answering any inquiries concerning the scope of

work for which SUBCONTRACTOR is responsible. PRIME will advise SUBCONTRACTOR of any revisions that effect SUBCONTRACTOR terms and conditions.

6. Any news release, public announcement, advertisement, or publicity proposed to be released by SUBCONTRACTOR concerning the activities in connection with this engagement shall be subject to the approval of PRIME.
7. The employees of PRIME and SUBCONTRACTOR shall obey all pertinent rules and regulations of the other party while on the premises of the other party including those relating to the safeguarding of sensitive or classified information. The parties shall indemnify and save harmless one another from and against all claims for bodily injuries, including death, or damage to property caused by negligent act or omission of the parties or their employees in connection with this Agreement.
8. During the term of this Agreement neither party shall solicit for employment, employees of the other company who have been directly involved in the activities covered by this Agreement unless (a) the respective company management has given its prior consent, or (b) the employee has terminated from the company, or (c) notice of termination is given to the employee or to the company.
9. In consideration of the effort and expense invested by each of the parties, and the confidential information exchanged by the parties, it is agreed that SUBCONTRACTOR will not actively participate in other team efforts that are competitive with this Teaming Agreement regarding PRIME's clients or prospects nor compete independently for such work, while this Agreement is in effect. In the event that SUBCONTRACTOR decides to terminate its participation in this effort, it shall be prohibited from participation in other team efforts competitive with this Teaming Agreement, and from submission of a competitive proposal of its own for this specific client or prospect. "Actively participate" includes exchange of technical information. Nothing contained in this Agreement shall be deemed to preclude either party from quoting, offering to sell, or selling to others any item or service which it regularly offers for sale to other than PRIME's clients and prospects.
10. SUBCONTRACTOR agrees not to contact Client independent of PRIME to solicit future work
11. This Agreement shall govern only activity performed in connection with the procurement and terms described herein and no other effort undertaken by PRIME or SUBCONTRACTOR jointly or separately. It shall not constitute, create, give effect to or otherwise be construed as a joint venture, pooling arrangement, partnership or formal business organization of any kind. The parties shall be deemed independent contractor and employees of shall not be deemed employees or agents of the other.
12. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties. Neither company will be liable to the other for any cost, expenses, risks, or liabilities arising out of the other company's efforts, or for the other company's participation in the pre-agreement effort. Neither of the parties shall be liable to the other for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise.
13. Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party without the prior consent of the other party. Either party may, however, assign this Agreement to any successor who acquires substantially all or the entire business assets of such party relating to the subject matter of this Agreement.
14. In connection with agreement, it may be necessary for either party to provide proprietary information to the other. It is agreed that any disclosure of information shall be made only in accordance with the pre-existing "Non-Disclosure Agreement" dated March 8, 2021. To the extent the obligations of the parties hereunder involve access to security information, classified U.S. Government "Confidential" or higher, the provision of applicable government regulations shall apply.
15. Inventions conceived solely by employees of PRIME shall belong to PRIME. Inventions conceived solely by employees of SUBCONTRACTOR shall belong exclusively to SUBCONTRACTOR. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by the terms and

conditions of the prime contract or by applicable government regulations or statutes

16. Payment for services rendered by SUBCONTRACTOR will be made in accordance with terms described in ATTACHMENT A.
17. Insurance in the sum of \$1,000,000 is required to be kept in force at all times and a COI will be sent to the Prime. SUBCONTRACTOR is required to immediately notify Prime of any lapse in coverage.
18. All communications relating to this Agreement shall be directed only to the specific persons designated to represent the PRIME and the SUBCONTRACTOR on this procurement. Each of the parties to this Agreement shall appoint representatives for each area designated below. These appointments shall be kept current during the period of this Agreement. Communications which are not properly executed and by persons designated to represent the PRIME and the SUBCONTRACTOR shall not be binding upon the other party.
19. Terms and conditions of this Agreement may be modified only by a written modification hereto, fully executed by company officials having authority to bind each company to the terms thereof.

PRIME

Name: Lyle A. Liberman
Title: Chief Operating Officer
Company Name: JANUS Software, Inc.
Address: 2 Omega Drive
City/State/ZIP: Stamford, CT 06907
Telephone/Fax: 203-251-0200; 203-251-0222
E-mail: lylel@janusassociates.com

SUBCONTRACTOR

Name: Brian von Kraus
Title: Chief Executive Officer
Company Name: FireWatch Solutions, Inc.
Address: 127 W. Escalones
City/State/ZIP: San Clemente, CA 92672
Telephone/Fax: 949-438-0798 / 949-449-8694
E-mail: brian.vonkraus@firewatchsolutions.com

Any notice, demand, request, statement, or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given when personally delivered or mailed by certified or registered United States mail, postage pre-paid, and addressed as above.

Technical contact points:

PRIME

Name: James S. Carruth
Title: Sr. Technical Consultant
Company Name: JANUS Software, Inc.
Address: 2 Omega Drive
City/State/ZIP: Stamford, CT 06907
Telephone/Fax: 203-251-0200; 203-251-0222
E-mail: jamesc@janusassociates.com

SUBCONTRACTOR

Name: Brian von Kraus
Title: Chief Executive Officer
Company Name: FireWatch Solutions, Inc.
Address: 127 W. Escalones
City/State/ZIP: San Clemente, CA 92672
Telephone/Fax: 949-438-0798 / 949-449-8694

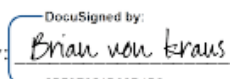
20. This Agreement shall be governed by and subject to the jurisdiction of the laws of the State of Connecticut.
21. This document contains the entire agreement between the parties and supersedes any prior oral or written agreements, understandings or communications with respect to the subject matter of this Agreement. No agreements or understanding varying or extending the same shall be binding upon either party unless in writing, signed by a duly authorized representative thereof. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.
22. Dispute Resolution
- 22.1 The Parties shall exercise their best efforts to settle any claim, controversy, or dispute (hereinafter collectively called "Disputes") concerning questions of fact or law arising out of or relating to this Agreement or to performance of either Party hereunder, or to the threatened, alleged or actual breach thereof by either Party, including without limitation any claim, controversy or Dispute concerning the terms and conditions or any consequence of this Agreement.
- 22.2 If the Parties are unable to resolve the Dispute within thirty (30) calendar days from the date that either Party is informed in a writing from the other Party that a Dispute exists, the Dispute shall be settled by binding arbitration administered by the American Arbitration Association, New York, New York, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
- 22.3 Either Party may initiate an arbitration proceeding by the filing of a demand for arbitration with the American Arbitration Association. A panel of three (3) arbitrators shall be selected to hear and resolve the controversy, with one (1) arbitrator selected by each Party and the third arbitrator selected by the Parties following the procedures set forth in the then current Commercial Arbitration Rules of the American Arbitration Association; provided, however, that if either Party fails to select an arbitrator within thirty (30) days after the arbitration is initiated, the American Arbitration Association shall select an arbitrator on behalf of such Party. Any arbitrator appointed by a Party to this Teaming Agreement shall not be an officer or employee of, consultant for, or otherwise associated with the Party appointing him.
23. The parties do hereby execute this Agreement and declare it to be effective beginning June 25, 2021.
24. This Agreement shall be valid only upon a decision by JANUS to retain SUBCONTRACTOR to perform services outlined in EXHIBIT A, which decision shall be made after review of the final negotiations between PRIME and SUBCONTRACTOR. JANUS shall not be liable for any damages incurred by SUBCONTRACTOR as a result of JANUS' decision not to retain SUBCONTRACTOR to perform tasks within this agreement. SUBCONTRACTOR shall not be liable to JANUS for any decision taken to terminate its participation in this Teaming Agreement.

For JANUS Software, Inc.

By: 

Date: June 25, 2021

For: FireWatch Solutions, Inc.

By:  Brian von Kraus
2B79E954D98D4B2

Date: 6/25/2021

ATTACHMENT A

JANUS Associates (JANUS) is sub-contracting with FireWatch to conduct physical security related tasks and audits for its customer (State of Indiana Lottery Commission) should JANUS be awarded the State of Indiana Lottery Commission contract. This attachment provides parameters for performing said work should JANUS be awarded the State of Indiana Lottery Commission contract.

It is understood and agreed by all parties that any subcontract to be issued hereunder shall include the flow-down of all prime contract provisions which require the assumption of risk specifically associated with those portions of the contract work which are subcontracted hereunder to SUBCONTRACTOR

SUBCONTRACTOR shall provide a full and complete set of representations and certifications to JANUS if required.

Scope

Physical Security

The successful Respondent shall assess the physical security controls of the Lottery by examining the security systems currently in place to protect the various Lottery facilities. Access to all facilities, including Lottery Backup Computer Site, is controlled through a security system located at Lottery headquarters. The audit shall address the following aspects of access control, video surveillance, and environmental systems:

- System design, installation, implementation and maintenance;
- System management and reporting;
- Access permissions implemented through electronic access control and key locks for facilities and sensitive areas within facilities;
- Security system operator training and responsibilities;
- Storage of sensitive materials; and
- Environmental system implementation in information systems facilities.

Letter of Authorization and Receipt of Rules of Engagement

A letter of authorization on State of Indiana Lottery Commission letterhead will be provided to SUBCONTRACTOR. Actual language will be determined at a later date.

Travel Expenses

Travel will be necessary for this engagement. Reasonable expenses to and from client site for travel and meals will be reimbursed to the SUBCONTRACTOR. All expenses are to be billed separately from the engagement costs and submitted when the final invoice is transmitted. All expenses must be submitted with appropriate documentation including receipts. Any necessary airfare must be booked directly by JANUS.

Payment for Services

SUBCONTRACTOR will invoice JANUS for services rendered and for travel expenses 5 business days after completion of project. Payment terms are Net 30 days from receipt of invoice.