



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

[List View](#)

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1453543

Procurement Type: Statewide MA (Open End)

Vendor ID: VS0000037660

Legal Name: TRYFACTA INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 07/16/2024

Response Time: 7:54

Responded By User ID: Tryfacta

First Name: Adesh

Last Name: Tyagi

Email: rfp@tryfacta.ai

Phone: 4088935500

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC2400000006

Published Date: 7/11/24

Close Date: 7/16/24

Close Time: 13:30

Status: Closed

Solicitation Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1453543
Solicitation Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2024-07-16 13:30	SR 0212 ESR07162400000000383	1

VENDOR
VS0000037660
TRYFACTA INC

Solicitation Number: CRFQ 0212 SWC2400000006
Total Bid: 0
Response Date: 2024-07-16
Response Time: 07:54:07
Comments:

FOR INFORMATION CONTACT THE BUYER
Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Vendor		
Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80111600			

Commodity Line Comments:

Extended Description:

TEMPORARY EMPLOYEE STAFFING SERVICES:
Note: Vendor must use Exhibit_A Pricing Page(s) for bid pricing and submit with bid.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.



PRICE PROPOSAL

Tryfacta, Inc. Response to CRFQ-0212-SWC2400000006
Title: Statewide Contract -Temporary Staffing Services
Due Date & Time: 07/16/2024 @ 13:30



Submitted to:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Submission by:

Tryfacta, Inc.
Address: 4637 Chabot Drive, Suite 100,
Pleasanton, CA, 94588
POC: Arman Dhar
Phone: 408-893-5500 & 925-640-3641
E-Mail ID: rfp@tryfacta.com
FAX 408-503-0934
Website: www.tryfacta.com



Price Sheet

STATEWIDE COVERAGE:

Each Job Classification submitted will
be required for vendor to provide in all 55 counties throughout the
State of West Virginia.

REQUEST FOR QUOTATION

CRFQ SWC2400000006 (CMA
TEMP24)

EXHIBIT_A

Temporary Staffing Services

Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*
Accounting Technician 2	\$14.00	\$1.65	\$1.01	\$16.66
Administrative Services Assistant 1	\$13.00	\$1.53	\$0.94	\$15.47
Administrative Services Assistant 2	\$15.00	\$1.77	\$1.08	\$17.85
Cook	\$11.00	\$1.30	\$0.79	\$13.09
Custodian	\$11.00	\$1.30	\$0.79	\$13.09
Data Entry Operator2	\$12.00	\$1.42	\$0.86	\$14.28
Executive Secretary	\$14.00	\$1.65	\$1.01	\$16.66
Groundskeeper	\$11.00	\$1.30	\$0.79	\$13.09
Health Service Worker	\$12.00	\$1.42	\$0.86	\$14.28
Laboratory Assistant 3	\$12.00	\$1.42	\$0.86	\$14.28
Laborer	\$11.00	\$1.30	\$0.79	\$13.09
Mail Runner	\$11.00	\$1.30	\$0.79	\$13.09
Office Assistant 2	\$13.00	\$1.53	\$0.94	\$15.47
Office Assistant 3	\$15.00	\$1.77	\$1.08	\$17.85
Paralegal	\$18.00	\$2.12	\$1.30	\$21.42
Parking Attendant	\$10.00	\$1.18	\$0.72	\$11.90
Word Processor	\$12.00	\$1.42	\$0.86	\$14.28

* Vendor should enter their Worker Rate + Withholding Rate + Overhead Rate and the Total Rate box will automatically calculate.

VendorName: Tryfacta Inc.

Contact Person: Arman Dhar

Phone #: 925-640-3641

Fax #: 408-503-0934

Email: rfp@tryfacta.com

Signature: _____

Date: July 15, 2024

STATEWIDE



TECHNICAL PROPOSAL

Tryfacta, Inc. Response to CRFQ-0212-SWC2400000006
Title: Statewide Contract -Temporary Staffing Services
Due Date & Time: 07/16/2024 @ 13:30



Submitted to:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Submission by:

Tryfacta, Inc.

Address: 4637 Chabot Drive, Suite 100,
Pleasanton, CA, 94588

POC: Arman Dhar

Phone: 408-893-5500 & 925-640-3641

E-Mail ID: rfp@tryfacta.com

FAX 408-503-0934

Website: www.tryfacta.com



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Cover Letter

Date: July 15, 2025

Attention: Mark A Atkins

Subject: Tryfacta's response to CRFQ, Statewide Contract-Temporary Staffing Services.

Thank you for providing the opportunity to conduct business with the State of West Virginia, referred to as "State" in this proposal. Tryfacta Inc. is pleased to respond to RFQ, which requires capable and qualified vendor(s) to provide staffing services across 17 specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia.

Incorporated in **March 1996**, Tryfacta is a Temporary Staffing Services provider firm based in California and has branch offices at **30+ locations in the USA including West Virginia**. Tryfacta is authorized to do business in the State of West Virginia and registered with WV Secretary of State.

Tryfacta meets or exceeds all the qualifications and mandatory requirements and will comply throughout the contract term. **Tryfacta, Inc. has 40+ Diversity Certifications from various government agencies across the USA as listed below:**

- *WOSB Certified by the U.S. Small Business Administration (SBA).*
- *DBE Certificate by the Virginia Department of Small Business and Supplier Diversity (VDSBSD)*
- *Alameda County's Certified Small, Local, Emerging Business (SLEB)*
- *MWBE certified by Santa Clara Valley Transportation Authority*

We have gained over **28 years of experience providing temporary staffing services to various government and commercial clients**. Tryfacta has successfully recruited and placed around **three thousand six hundred [3,600] temporary personnel and run a payroll of over forty thousand resources [4,000]** for multiple states, local government, and commercial clients in the last year. Tryfacta is serving **320+ government and commercial clients** across the USA. **A list of similar government clients is shown in Table 1.**

<i>Mississippi Department of Finance and Administration</i>	<i>Kansas Department of Administration</i>	<i>Commonwealth of Kentucky</i>
<i>Santa Clara Valley Water District</i>	<i>State of New York</i>	<i>Manatee County</i>
<i>City of Albuquerque</i>	<i>Arizona State University</i>	<i>City of McAllen</i>
<i>Tarrant County</i>	<i>State of Wisconsin</i>	<i>Fort Bend ISD</i>
<i>Dallas-Fort Worth International Airport (Airport)</i>	<i>New York Power Authority</i>	<i>City of Milpitas</i>

Table 1: List of our Government Clients

We have designated Arman Dhar, who will work as a dedicated account manager 24x7 to answer all queries and questions and provide requested services to the State. We traverse the status qualification and **go beyond traditional sourcing, vetting, and validating the right temporary talent for our clients**. We have a resume database of **5.3M candidates** and a larger pool of **190,000+ pre-vetted professionals**

for the State to exceed this contract's staffing requirements. Our State government practice has a dedicated team of full-time **250+ recruiters** who are focused solely on your government needs. We will ensure to screen and test candidates' qualifications, experience and background because our aim is to present you not only with candidates who possess the required technical expertise but also those who resonate with State culture. **All our selected candidates will go through background check and drug check process. We utilize JobDiva software for electronic onboarding and have a manual & electronic timesheet management process for our temporary staff. We have an automated invoicing process, and invoices are audited to avoid underbilling and overbilling.**

We keep constant contact with all our temporary staff and their managers for conducting performance surveys, replacements and training needs, etc. Our Account Manager will directly work with State/State Agencies' stakeholders to meet their regular reporting requirements in a suitable format. We provide customized monthly/weekly/ad-hoc reports as per the client's requirements.

We develop an innovative, flexible, and personal approach to providing temporary staffing services for short-term and long-term needs. We structure each relationship to meet our client's unique business goals and build flexibility to meet current and future needs. We will employ a tailored delivery model, a flexible, scalable, and cost-effective solution to meet our client's temporary staffing needs.

Tryfacta, Inc. has read and will comply with all terms and conditions of the RFQ and Addendum. Arman Dhar is an authorized representative for our firm to sign and submit this proposal, I am committing to providing the services according to all specified requirements as described and outlined. My direct telephone number and email address are included below.

Cordially,



A handwritten signature in blue ink, appearing to read "Arman Dhar", is positioned above the printed name.

Arman Dhar, Account Manager

Phone Number: 408-893-5500 & 925-640-3641

Email id: rfp@tryfacta.com

Final_CRFQ_0212_SWC2400000006_1_WV_CRFQ_FORM

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Service - Prof	
Proc Folder: 1453543 Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES Proc Type: Statewide MA (Open End)		Reason for Modification:	
Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-01	2024-07-16 13:30	CRFQ 0212 SWC2400000006	1
BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			
VENDOR			
Vendor Customer Code: VS0000037660 Vendor Name : Tryfacta Inc. Address : 4637 Chabot Drive Street : Suite 100 City : Pleasanton State : CA Country : Alameda Zip : 94588 Principal Contact : Arman Dhar Vendor Contact Phone: 925-640-3641 Extension:			
FOR INFORMATION CONTACT THE BUYER Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov			
Vendor Signature X  FEIN# 611732454 DATE July 15, 2024			

All offers subject to all terms and conditions contained in this solicitation



ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.
Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description:

TEMPORARY EMPLOYEE STAFFING SERVICES:

Note: Vendor must use Exhibit_A Pricing Page(s) for bid pricing and submit with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.



SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Final_CRFQ_0212_SWC2400000006_2_WV_CRFQ_FORM

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Service - Prof	
Proc Folder: 1453543 Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES		Reason for Modification: ADDENDUM_1	
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-08	2024-07-16 13:30	CRFQ 0212 SWC2400000006	2
BID RECEIVING LOCATION			
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US			
VENDOR			
Vendor Customer Code: VS00000037660 Vendor Name : Tryfacta Inc. Address : 4637 Chabot Drive Street : Suite 100 City : Pleasanton State : CA Country : Alameda Zip : 94588 Principal Contact : Arman Dhar Vendor Contact Phone: 925-640-3641 Extension:			
FOR INFORMATION CONTACT THE BUYER Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov			
Vendor Signature X  FEIN# 611732454 DATE July 15, 2024			

All offers subject to all terms and conditions contained in this solicitation

Date Printed: Jul 8, 2024

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION
ADDENDUM_1 is issued for the following:
1.To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.
No other changes made.
The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.
Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV US	No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description:
TEMPORARY EMPLOYEE STAFFING SERVICES:

Note: Vendor must use Exhibit_A Pricing Page(s) for bid pricing and submit with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Addendum Acknowledgement 1

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2400000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Tryfacta Inc.

Company




Authorized Signature

July 15, 2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Final_CRFQ_0212_SWC2400000006_3_WV_CRFQ_FORM


	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Service - Prof
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Proc Folder: 1453543		Reason for Modification:	
Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES		ADDENDUM_2	
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-11	2024-07-16 13:30	CRFQ 0212 SWC2400000006	3

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR			
Vendor Customer Code: VS0000037660			
Vendor Name : Tryfacta Inc.			
Address : 4637 Chabot Drive			
Street : Suite 100			
City : Pleasanton			
State : CA		Country : Alameda	Zip :94588
Principal Contact : Arman Dhar			
Vendor Contact Phone: 925-640-3641		Extension:	

FOR INFORMATION CONTACT THE BUYER
Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Vendor Signature 	FEIN# 611732454	DATE July 15, 2024
---	------------------------	---------------------------

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
ADDENDUM_2 is issued for the following: 1. To publish additional information to the Purchasing Division's responses provided in Addendum_1. No Other Changes. The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents. Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description:
 TEMPORARY EMPLOYEE STAFFING SERVICES:

 Note: Vendor must use Exhibit_A Pricing Page(s) for bid pricing and submit with bid.

 If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03

	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Addendum Acknowledgement 1 & 2

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0212 SWC2400000006

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Tryfacta Inc.

_____ Company
 _____ Authorized Signature
July 15, 2024 _____ Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

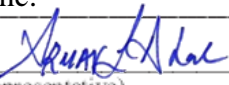
Designated Contact form

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Arman Dhar (Account Manager)
4637 Chabot Drive, Suite 100, Pleasanton, CA, 94588
(Address) _____
(Phone Number) / (Fax Number) 925-640-3641
(email address) rfp@tryfacta.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through mOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Tryfacta Inc.
(Company) _____
(Signature of Authorized Representative)  _____
(Printed Name and Title of Authorized Representative) Arman Dhar (Account Manager)
(Date) _____
(Phone Number) (Fax Number) Phone: 925-640-364, FAX: 408-503-0934
rfp@tryfacta.com
(Email Address) _____

Revised 8/24/2023

Statewide Contract
CRFQ 0212 SWC2400000006
TEMPORARY STAFFING SERVICES
(TEMP24)

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Arman Dhar
Telephone Number: 925-640-3641
Fax Number: 408-503-0934
Email Address: rfp@tryfacta.com

Revised 10/27/2014

HIPAA Business Associate Addendum

EXHIBIT_E

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/otir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.



AGREED:

Name of Agency: State of West Virginia
WV Purchasing Division

Signature: _____

Title: _____

Date: _____

Name of Associate: Trvfacta Inc.

(Vendor)
Signature:

Title: Account Manager

Date: July 15, 2024

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF June 20 24

Patrick Morrissey
Attorney General
BY _____

Appendix A

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Tryfacta Inc.

Name of Associate: _____
(Vendor)

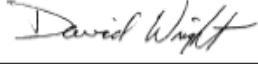
Name of Agency: State of West Virginia, WV Purchasing Division

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Included but not limited to the following:

Personal Health Information
Personal Identifiable Information
Social Security Number
Addresses
Tax Identification Information
Personal Phone Numbers
All Correspondence marked Confidential
Financial Information
Financial Account number
Credit Card Numbers
Debit Card Numbers,
Driver's License Numbers,
State ID Numbers
Marital Status
Home Address


Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				7/13/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Silicon Valley Risk and Insurance Services, L.P. 4 W 4th Ave. San Mateo, CA 94402 www.svris.com		CONTACT NAME: Jas Goswami PHONE (A/C No. Ext): 408-236-7412 E-MAIL: jsg@svris.com ADDRESS: INSURER(S) AFFORDING COVERAGE		FAX (A/C No): 714-573-1770 NAIC #		
OH18080		INSURER A: Everest National Insurance Company		10120		
INSURED Tryfacta, Inc. 4637 Chabot Dr., Ste 100 Pleasanton CA 94588		INSURER B: Great American Insurance Company		16891		
		INSURER C: Lloyds of London		085202		
		INSURER D: Landmark American Insurance Company		33138		
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 80478400		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	91ML002187-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Insd has NO own or hired part of General Liab		91ML002187-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	91EX000470-231	11/1/2023	11/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		91ML002187-231	11/1/2023	11/1/2024	\$2M Agg/Pol Term/\$1M ea clm/Wrongful Act
D	Med Prof Liab (E&O)/Med-Non Med Staff		LMH851050	8/5/2023	8/5/2024	\$1M ea clm/\$3M Agg Ded \$5k per clm
C	Cyber Liab		H23NGP225829-01	5/22/2024	5/22/2025	\$3M xs \$30k Reten/\$1M sublimit/Tech E&O
B	Crime		SAA E593724 04.00	5/8/2024	5/8/2025	Limit \$1M/Occ \$10,000 Deductible
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER			CANCELLATION			
State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Charleston WV 25305-0130			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			
			David Wright			

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ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/15/2024			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Suite 100 Schaumburg IL 60173			CONTACT NAME: Joe Flaherty PHONE (A/C, No, Ext): (847) 908-8719 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Joe.Flaherty@MarshMMA.com				
INSURED Tryfacta, Inc. 4637 Chabot Dr, Suite 100 Pleasanton CA 94588			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A : Carolina Casualty		10510		
			INSURER B : StarNet Insurance Co.		40045		
			INSURER C :				
			INSURER D :				
			INSURER E :				
COVERAGES			CERTIFICATE NUMBER: 1109717485		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO <input type="checkbox"/>						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per accident) \$
	HIRE AUTOS ONLY <input type="checkbox"/>	NON-OWNED AUTOS ONLY <input type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	KEY0162511	4/16/2024	4/16/2025	X PER STATUTE
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N		KEY0162512	4/16/2024	4/16/2025	E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Charleston WV 25305-0130				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

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Diversity Certificates

Tryfacta has 30+ diversity certifications from different agencies nationwide. Details of certificates and certifying agencies are given below for your consideration.

MBE Certified by:

- City of Baltimore
- North Central Texas Regional Certification Agency
- South Central Texas Regional Certification Agency
- Governor's Office of Diversity Business Enterprise for the State of Tennessee
- Chicago Minority Supplier Development Council (MSDC)
- Santa Clara Valley Transportation Authority
- Greater Orlando Aviation Authority (GOAA)
- City of Philadelphia
- State of Illinois - Business Enterprise Program (BEP)
- New York City
- Western Regional Minority Supplier Development Council (WRMSDC)
- Wisconsin Department of Administration (DOA)
- Washington State Office of Minority and Women's Business Enterprises
- Florida State Minority Supplier Development Council (FSMSDC)
- Supplier Clearinghouse
- Tennessee Department of General Services
- State of Alabama
- National Minority Supplier Development Council NMSDC

WBE Certified by:

- Small Business Administration
- City of Baltimore
- Santa Clara Valley Transportation Authority
- Greater Orlando Aviation Authority (GOAA)
- City of Philadelphia
- New York City
- Washington State Office of Minority and Women's Business Enterprises
- State of Alabama
- North Central Texas Regional Certification Agency
- South Central Texas Regional Certification Agency

SBE/SLEB Certified by:

- Small Business Administration
- Metropolitan Washington Airports Authority
- Alameda County
- Los Angeles County
- King County Business Development & Contract Compliance

-
- North Central Texas Regional Certification Agency
 - South Central Texas Regional Certification Agency
 - Maryland Department of Transportation (MDOT)

DBE Certified by:

- San Francisco Bay Area Rapid Transit
- Florida Department of Transportation (FDOT) under the Florida Unified Certification Program
- Indiana Department of Transportation (IDOT)
- Maryland Department of Transportation (MDOT)
- Tennessee Unified Certification Program
- Virginia Department of Small Business and Supplier Diversity

Small and Women-Owned Business Certification by SBA



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

4/11/2024

Ratika Tyagi
TRYFACTA INC
4637 CHABOT DR STE 100
PLEASANTON, CA

Dear Ratika Tyagi:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as a Women-Owned Small Business (WOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your certification is valid for three years from the date of this letter. Thereafter, your firm must undergo a full program examination every three years conducted by SBA or a third-party certifier to maintain certification. Instructions for maintaining WOSB Program certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov/>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in WOSB.Certify.sba.gov. Your firm must not misrepresent its WOSB Program certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB Program participant, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

All SBA programs and services are extended to the public on a nondiscriminatory basis.

- WOSB Program website: For specific resources on Federal government contracting and the WOSB Federal Contract Program, please visit: <https://www.sba.gov/wosbready>.

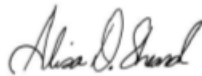
As a certified participant in the WOSB Program, **you CAN** use the [WOSB Program Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting



All SBA programs and services are extended to the public on a nondiscriminatory basis.

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ABE, MBE, SBE and WBE Certification by SCTRCA

**South Central Texas Regional Certification Agency of
Bexar County, Texas hereby duly affirms that:**

Tryfacta, Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

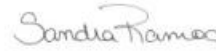
***ABE MBE SBE WBE**

Certified NAICS Codes

NAICS 541512: COMPUTER SYSTEMS DESIGN SERVICES
NAICS 541512: COMPUTER SYSTEMS INTEGRATION DESIGN CONSULTING SERVICES
NAICS 541612: PERSONNEL MANAGEMENT CONSULTING SERVICES
NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
NAICS 561320: CONTRACT STAFFING SERVICES
NAICS 561320: TEMPORARY EMPLOYMENT SERVICES



Certification Number: 223060816
Effective Date: June 1, 2023
Expiration Date: June 1, 2025



Sandra Ramos
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to
comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

**MBE Certification Western Regional Minority Supplier Development Council
(WRMSDC)**



THIS CERTIFIES THAT

Tryfacta, Inc.
dba Tryfacta, Inc.


NMSDC
National Minority Supplier
Development Council

* Nationally certified by the: **WESTERN REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541511; 561311; 519190; 561320; 541512; 541990; 561330

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

05/24/2023

Issued Date

08/31/2024

Expiration Date

WR01877

Certificate Number


Ying McGuire
NMSDC CEO and President


Cecil Plummer, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

DBE/SBE Certification Maryland Department of Transportation (MDOT)



Wes Moore
Governor
Aruna Miller
Labor and Commerce
Paul J. Winkfield
Secretary

June 15, 2023

Ratika Tyagi
Tryfacta, Inc.
4637 Chabot Drive
Suite 100
Pleasanton, CA 94588

Dear Ratika Tyagi:

CERTIFICATION NO. 23-334

The Maryland Department of Transportation's (MDOT) Office of Minority Business Enterprise (OMBE) is pleased to notify you that pursuant to the Disadvantaged Business Enterprise (DBE) Program and the Small Business Enterprise (SBE) Program it has been determined that your firm meets the eligibility standards and is certified in the following capacity:

NAICS Code - NAICS Industry Title

NAICS 541511 - DBE/SBE: CUSTOM COMPUTER PROGRAMMING SERVICES
NAICS 541512 - DBE/SBE: COMPUTER SYSTEMS DESIGN SERVICES
NAICS 561311 - DBE/SBE: EMPLOYMENT PLACEMENT AGENCIES
NAICS 561320 - DBE/SBE: TEMPORARY HELP SERVICES (SPECIFICALLY:
CONTRACT STAFFING SERVICES)
NAICS 561330 - DBE/SBE: PROFESSIONAL EMPLOYER ORGANIZATIONS

Only certified firms are eligible to fulfill minority participation goals on contracts issued by the State of Maryland.

As of the date of this letter, your firm is listed in MDOT's online Directory of Certified Firms. The Directory is maintained in real time and serves as the *official* source of your firm's certification status. It is used by prime contractors and consultants seeking participation from minority/disadvantaged subcontractors.

It is important that you check your Directory listing and contact the OMBE at 410-865-1269 regarding corrections or changes. **You must inform OMBE of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change.** View your listing at <https://marylandmdbe.mdbecert.com/>.

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Tryfacta, Inc.

Your firm must be reviewed annually in order to maintain its MBE, SBE, DBE and/or ACDBE certification status. We will contact you when it is time to begin the Annual Review process.

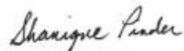
In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, *eMaryland Marketplace Advantage (eMMA)*. Visit www.procurement.maryland.gov to learn more.

In addition to the MBE Program, the State of Maryland offers two additional procurement programs: the Small Business Reserve (SBR) and the Veteran-owned Small Business Enterprise (VSBE) programs. Registration for these programs is also through the eMMA website.

If you would like more information about the MBE, SBR, and VSBE procurement programs, as well as free educational and business development tools available from the Governor's Office of Small, Minority, and Women Business Affairs, visit their website at www.goMDsmallbiz.maryland.gov.

If you need any additional information, contact the Office of MBE via telephone using 1-800-544-6056 or 410-865-1269.

Sincerely,

A handwritten signature in black ink that reads "Shanique Pinder".

Shanique Pinder
MBEAC Vice-Chairperson
Office of Minority Business Enterprise
Maryland Department of Transportation

cc: Sabrina Bass, Director
Office of Minority Business Enterprise

OMBE File

SLBE Certification Metropolitan Washington Airports Authority (Airports Authority)

Metropolitan Washington
Airports Authority
1 Aviation Circle
Washington, DC 20001-6000



January 19, 2023

Ms. Ratika Tyagi
Tryfacta, Inc.
4637 Chabot Drive
Suite 100
Pleasanton, CA 94588

Certification Number: LD20360816

Certification Expiration Date: January 19, 2026

Dear Ms. Tyagi:

We are pleased to inform you that your firm's application for certification as a Small Local Business Enterprise (SLBE) with the Metropolitan Washington Airports Authority (Airports Authority) has been approved.

This certification qualifies **Tryfacta, Inc.** to participate as a SLBE on non-federally funded contracts with the Airports Authority, which require SLBE participation.

If, there is a material change in the firm that may affect SLBE eligibility, you must promptly notify this office in writing. This includes, but is not limited to: ownership, officers, directors, scope of work being performed, daily operations, and affiliations with other businesses or individuals or physical location of the firm. Notification should include supporting documentation. The Airports Authority may commence actions to remove your firm's eligibility if you fail to comply with these requirements or otherwise fail to cooperate with the Airports Authority in any inquiry or investigation.

The Airports Authority reserves the right to review your firm's SLBE certification at any time and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

If you wish to expand or change your firm's SLBE certification to include NAICS codes not listed on page 2 of this letter, you must send a written request to this office. You may be asked to provide additional information concerning your firm's qualifications to perform work in the areas covered by the requested NAICS codes.

Please note that for SLBE program purposes, this certification allows **Tryfacta, Inc.** to be counted toward SLBE participation credit only for those business activities covered under the following North American Industry Classification System (NAICS) Codes:

NAICS Codes and Descriptions

NAICS 541511: CUSTOM COMPUTER PROGRAMMING SERVICES

NAICS 561320: TEMPORARY HELP SERVICES

NAICS 561330: PROFESSIONAL EMPLOYER ORGANIZATIONS

Please apply for recertification 60 days before the expiration date to avoid loss of the certification.

Thank you for your interest in doing business with the Airports Authority. We look forward to your participation as a SLBE in the Airports Authority's contracting programs. If you have any questions, please contact the Department of Supplier Diversity at 703-417-8660.

Sincerely,

A handwritten signature in black ink, appearing to read "Cedric Kinlow".

Cedric Kinlow
Technology and Compliance Manager
Department of Supplier Diversity

CK:js

MWBE Certification Santa Clara Valley Transportation Authority (VTA)

October 18, 2021

Ratika Tyagi
Tryfacta, Inc.
4637 Chabot Drive
Suite 100
Pleasanton, CA 94588

File Number: 165

Dear Ms. Ratika Tyagi:

We are pleased to advise you that after careful review of your application that your firm is certified as a Minority & Women-Owned Business Enterprise (MWBE) by the Santa Clara Valley Transportation Authority (VTA). For more information on VTA's diversity programs, please visit our website at <http://www.vta.org/obdp>.

You are required to report any ownership changes that may affect your firm's eligibility as a MWBE.

Your firm is certified as an MWBE for the following codes:

NAICS 519190: ALL OTHER INFORMATION SERVICES
NAICS 541511: CUSTOM COMPUTER PROGRAMMING SERVICES
NAICS 541512: COMPUTER SYSTEMS DESIGN SERVICES
NAICS 561311: EMPLOYMENT PLACEMENT AGENCIES
NAICS 561320: TEMPORARY HELP SERVICES
NAICS 561330: CO-EMPLOYMENT STAFFING SERVICES

Congratulations, and thank you for participation in VTA's MWBE Program.

Sincerely,

Olga Medina
Business Diversity Programs Manager
olga.medina@vta.org

Santa Clara Valley Transportation Authority
Office of Small & Disadvantaged Businesses
3331 North First Street
San Jose, CA 95134
(408) 321-2300
<https://vta.sdbbe.com/>
vta@sdbbe.com

DBE Certification Virginia Department of Small Business and Supplier Diversity

Tryfacta, Inc. Ratika Tyagi 4637 Chabot Drive, Suite 100 Pleasanton, CA 94588 Phone: (408) 419-9200 Ext. Fax: (408) 503-0934 info@tryfacta.com www.tryfacta.ai	<table><tr><td>Certification Number</td><td>815569</td></tr><tr><td>DBE Certification Type</td><td></td></tr><tr><td>DBE Start Date</td><td>01-15-2021</td></tr><tr><td>DBE Fed Type</td><td>DBE/MBE/WBE</td></tr><tr><td>DBE/ACDBE Certifying Agency:</td><td>SBSD</td></tr><tr><td>NAICS Code and Description</td><td></td></tr><tr><td>519190</td><td>SEARCH ENGINE OPTIMIZATION AND WEBSITE DEVELOPMENT</td></tr><tr><td>541511</td><td>CUSTOM COMPUTER PROGRAMMING SERVICES</td></tr><tr><td>541512</td><td>COMPUTER SYSTEMS DESIGN SERVICES</td></tr><tr><td>561311</td><td>EMPLOYMENT PLACEMENT AGENCIES</td></tr><tr><td>561320</td><td>TEMPORARY HELP SERVICES</td></tr><tr><td>561330</td><td>PROFESSIONAL EMPLOYER ORGANIZATIONS</td></tr><tr><td>Pcard</td><td>N</td></tr><tr><td>Business Category</td><td>Human Resources or Staffing Services</td></tr></table>	Certification Number	815569	DBE Certification Type		DBE Start Date	01-15-2021	DBE Fed Type	DBE/MBE/WBE	DBE/ACDBE Certifying Agency:	SBSD	NAICS Code and Description		519190	SEARCH ENGINE OPTIMIZATION AND WEBSITE DEVELOPMENT	541511	CUSTOM COMPUTER PROGRAMMING SERVICES	541512	COMPUTER SYSTEMS DESIGN SERVICES	561311	EMPLOYMENT PLACEMENT AGENCIES	561320	TEMPORARY HELP SERVICES	561330	PROFESSIONAL EMPLOYER ORGANIZATIONS	Pcard	N	Business Category	Human Resources or Staffing Services
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