



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 1

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1475603

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0511

Vendor ID: VS0000009995

SO Doc ID: MIS2500000001

Legal Name: Tunabear, INC

Published Date: 10/16/24

Alias/DBA: Tunabear Consulting Services

Close Date: 10/31/24

Total Bid: \$5,068,960.00

Close Time: 13:30

Response Date: 10/30/2024

Status: Closed

Response Time: 15:32

Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES

Responded By User ID: Tunabear1

Total of Header Attachments: 1

First Name: Benjamin

Total of All Attachments: 1

Last Name: Dai

Email: rfp@tunabear.com

Phone: 888-8827988

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Web Application Analyst	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Senior Web Application Analyst Optional renewal year 1	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Web Application Analyst Optional renewal year 2	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Senior Web Application Analyst Optional renewal year 3	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application Oracle Database Administrator	2080.0000	HOUR	153.000000	318240.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.0000	HOUR	157.000000	326560.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.0000	HOUR	162.000000	336960.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.0000	HOUR	167.000000	347360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Senior Application DB2 Database Administrator	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	SQL Server Database Administrator	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SQL Server Database Administrator Opt Ren Yr 1	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	SQL Server Database Administrator Opt Ren Yr 2	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SQL Server Database Administrator Opt Ren Yr 3	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Help Desk Analyst	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Help Desk Analyst Optional Renewal Year 1	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Help Desk Analyst Optional Renewal Year 2	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Help Desk Analyst Optional Renewal Year 3	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Business Analyst	2080.0000	HOUR	145.000000	301600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Business Analyst Optional Renewal Year 1	2080.0000	HOUR	149.000000	309920.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Business Analyst Optional Renewal Year 2	2080.0000	HOUR	154.000000	320320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Business Analyst Optional Renewal Year 3	2080.0000	HOUR	158.000000	328640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Information Systems Assistant	2080.0000	HOUR	135.000000	280800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Information Systems Assistant Optional Renewal Year 1	2080.0000	HOUR	139.000000	289120.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Information Systems Assistant Optional Renewal Year 2	2080.0000	HOUR	143.000000	297440.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Information Systems Assistant Optional Renewal Year 3	2080.0000	HOUR	147.000000	305760.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Programmer Analyst	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Programmer Analyst Optional Renewal Year 1	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Programmer Analyst Optional Renewal Year 2	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Programmer Analyst Optional Renewal Year 3	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Senior Mainframe Application Analyst	2080.0000	HOUR	150.000000	312000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.0000	HOUR	155.000000	322400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.0000	HOUR	159.000000	330720.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.0000	HOUR	164.000000	341120.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: Bidding

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Mainframe Application Analyst	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Mainframe Application Analyst Renewal Yr 1	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Mainframe Application Analyst Renewal Yr 2	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Mainframe Application Analyst Renewal Yr 3	2080.0000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments: No Bid

Extended Description:

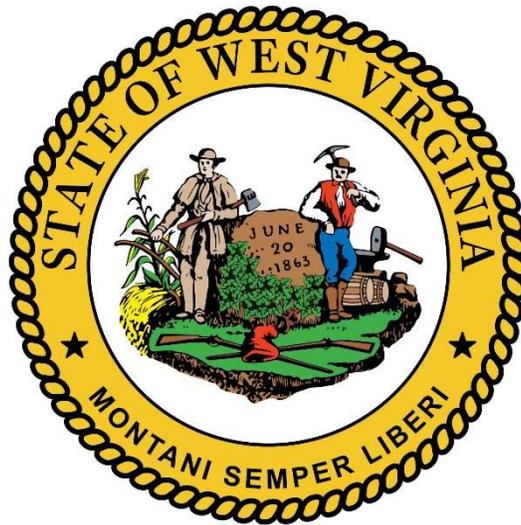
Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.



TUNABEAR

Tunabear Consulting Bid

For



Technical Temporary Staffing Service Technical Proposal

Solicitation No. CRFQ-0511-MIS2500000001

October 31, 2024



TUNABEAR INC

IT STAFFING AND CONSULTING SERVICES/WWW.TUNABEAR.COM

CRYSTAL G. HUSTEAD, BUYER

PRIMARY CONTACT:

BENJAMIN

DAI

PRESIDENT / CEO

TUNABEAR INC

rfp@tunabear.com
888-882-7988

Primary Headquarters:
11711 Hillcrest Rd.
Dallas, TX 75230

STATE OF WEST VIRGINIA PROCUREMENT DIVISION • 2019 WASHINGTON ST, CHARLESTON, WV 25305, ESTADOS UNIDOS.

TUNABEAR RESPONSE TO RFP TECHNICAL TEMPORARY STAFFING SERVICES - SOLICITATION #: CRFQ-0511-MIS250000001

October 31, 2024

Dear Crystal and Team,

Thank you for the opportunity to submit a proposal for RFP#: CRFQ-0511-MIS250000001 Technical Temporary Staffing Services for the State of West Virginia (“State”). Tunabear, Inc., dba Tunabear Consulting, is a proud, minority-owned business from Dallas, Texas specializing in IT Professional Services in Higher Education and Public Sector.

Tunabear is uniquely qualified to provide the requested services. We have been in the business of serving Higher Education and Public Sector clients for our 14+ years of existence and, counting our Leadership Team’s prior lives, for over 38 years. Our primary specializations have historically been Information Technology Services and PeopleSoft/Oracle EBS/Cloud systems with successful implementations, conversions, integrations, upgrades, internal controls assessments, and support engagements throughout the US. Our roles have included both technical and functional project leadership, design, implementation, customizations, integration, testing and support.

A significant example of our experience is the UC Path Project for the University of California (UC) System. The UC Path Project is the largest PeopleSoft implementation of Peoplesoft 9.2 HCM and Payroll. It encompasses the entire University of California (UC) System, tracking and paying over one million employees. For nearly eight years, our Team has been integrally involved with UC Path. During the height of the project, Tunabear had 17 consultants working on conversions for the Campus’ HCM, Benefits, and Payroll data into UC Path and crosswalks/integrations from PeopleSoft Payroll and Benefits into each campuses’ unique Financials Systems.

We are excited to present this proposal to the State and hope you consider us in your search for the best Technical Temporary Staffing resources.

Sincerely,

Benjamin Dai, CEO/President
TUNABEAR INC

Texas HUB Certified - Minority Business Enterprise (MBE) Company





TABLE OF CONTENT

EXECUTIVE SUMMARY	4
ABOUT TUNABEAR CONSULTING	4
PROJECT SCOPE	4
DETAILED RESPONSE	6
TUNABEAR’S QUALIFICATIONS AND PREVIOUS PROJECTS	6
TUNABEAR BUSINESS REFERENCES	7
SUMMARY OF APPLICABLE CAPABILITIES	7
SERVICES AND CERTIFICATIONS.....	8
EMPLOYMENT PROCEDURES	8
TUNABEAR’S STRATEGY FOR MANAGING PROJECT DELAYS	8
TUNABEAR INC KEY PERSONNEL	9
ADVANTAGES OF SELECTING TUNABEAR	9
ATTACHMENTS	10
A. ADDENDUM ACKNOWLEDGMENT FORM SOLICITATION	11
B. CONTRACT MANAGER	12
C. DESIGNATED CONTACT.....	13
E. HIPAA BUSINESS ASSOCIATE ADDENDUM.....	14
E. FEDERAL FUNDS ADDENDUM.....	22
F. TUNABEAR PROOF OF INSURANCE.....	28
H. TUNABEAR CERTIFICATE OF GOOD STANDING	29



EXECUTIVE SUMMARY

About Tunabear Consulting

Tunabear Inc., dba Tunabear Consulting Services (Tunabear), is a successful Minority Business Enterprise (MBE) out of Dallas, Texas. Tunabear has 14 years of experience providing information technology and business consulting services throughout the United States. Having worked primarily with the Public/Higher Education Sectors, Tunabear has a unique edge in understanding how agencies manage their information technology services, conduct business, and use technologies to accomplish tasks.

Page | 4

Since our inception, we have engaged with numerous clients nationwide to provide implementation, upgrade, and support services. Our team members have been responsible for successful implementations, support, and business consulting at universities and public agencies throughout Texas, Idaho, North Carolina, Michigan, Louisiana, Alabama, Florida, Wisconsin, Colorado, South Carolina, and California. In addition to a 10-year MSA to provide support services to all University of California System institutions, health centers, and research centers, we currently hold similar contracts with the State of Florida, the State of New Mexico, the State of South Carolina, and the City of Kansas City, Missouri. Each of these contracts are for general staffing arrangements, and some also include professional consulting services for project-based work.

Tunabear's excellence in delivering quality IT solutions to our clients has resulted in a large percentage of repeat clients and a 95% retention rate for placed candidates. These successes are due to our leadership's personalized and professional handling of consultant interactions and service delivery. Our general service capabilities include IT Staff Augmentation and project-related roles. Examples of these roles include program/project management, solution design, infrastructure, development, implementation, migration, conversion, upgrades, integration, process improvement, automation, customizations, organizational change management, quality assurance, internal controls, auditing, security, training, monitoring, and support.

Project Scope

The State has requested Technology-related Services, which include the following tasks:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Shared Administration, Office of Management Information Services (OMIS), also referred to as Agency or Department hereinafter, to establish multiple open-end contracts for technical temporary staffing services. This contract shall cover the following classifications:

- Senior Web Application Analyst
- Senior Application Oracle Database Administrator
- Senior Application DB2 Database Administrator
- SQL Server Database Administrator
- Help Desk Analyst



- Business Analyst
- Information Systems Assistant
- Programmer Analyst
- Senior Mainframe Application Analyst
- Mainframe Application Analyst

The position classifications listed above are to provide for the technical expertise to meet the contracted staffing needs for all entities within the West Virginia Office of Shared Administration, West Virginia Department of Health, West Virginia Department of Health Facilities, West Virginia Department of Human Services, and Office of Management Information Services (OMIS) for support of our IT efforts. This includes support for all Agencies that might have the need for these specific services. These services would be used to develop modifications and enhancements to the computer systems for the end-user State agency, as well as mentor, provide technical training and support and provide "shadowing" opportunities for State analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

Having read the requirements for each task, Tunabear is highly qualified to deliver exceptional staff for the following IT services:

- Senior Application Oracle Database Administrator
- Business Analyst
- Information Systems Assistant
- Senior Mainframe Application Analyst

Unlike many small consulting firms, Tunabear understands the unique needs of the public sector. This knowledge is critically important to provide excellence in every step of each project, by leveraging our expertise, the County will significantly increase the success rate of keeping systems and processes running accurately and efficiently. However, because the listed below are not within our areas of expertise, we are omitting them from our proposal:

1. Senior Web Application Analyst
2. Senior Application DB2 Database Administrator
3. SQL Server Database Administrator
4. Help Desk Analyst
5. Programmer Analyst
6. Mainframe Application Analyst



DETAILED RESPONSE

Tunabear's Qualifications and Previous Projects

Since 2010 Tunabear has implemented, upgraded, and/or supported systems in numerous locations throughout the United States. Many projects and support roles in which we have participated required extensive, advanced systems analysis and design work for complex and diverse application systems with multiple sub-systems, programs, files, databases, and users.

Page | 6

The following are some excellent examples of projects demonstrating our analytics and design support expertise:

- From 2017 through 2021, Tunabear had up to twenty consultants working on the University of California Office of the President (UCOP) UCPath Project, a PeopleSoft HCM/Payroll implementation serving over 250,000 employees monthly. Tunabear brought in senior consultants to cover for other firms' less experienced consultants. Our consultants delivered successful conversions and cutovers at UCLA, UC Santa Barbara, UC Riverside, UC Merced, ASUCLA, UC Berkeley, UC Davis, ANR, UC Irvine, UC Santa Cruz, UC Hastings, UC San Diego, and UC San Francisco.

Tunabear senior consultants were integrally involved in the success of the UCOP Ascend Project which focused on a centralized, common Chart of Accounts (COA) for all campuses. The financial application at UCOP was Oracle EBS. Our consultants analyzed and mapped the accounts for several campuses to the new, centralized GL chart of accounts at UCOP and distributed Payroll costs to the campuses' financial applications. This work went on to include conversions, outbound integration for Commitment Accounting entries, and inbound integration of Payroll entries.

- At the University of North Carolina, Chapel Hill, our senior developers were key in developing all custom solutions and conversions for the Financials and HCM implementations and we were asked to continue supporting production for over a year after the systems were deployed.
- At Lone Star College, the Tunabear team provided technical consulting services for the implementation project. Our work included system analysis, project management, process and data mapping, specifications, design, programming, technical and functional documentation, and user training and support, which resulted in a successful rollout at the College. We continue to be asked to support Lone Star's systems.
- At the University of Texas at Dallas, Tunabear provided Financials, HCM, Security, and Hyperion implementation and support services. We designed and rolled out a complex Payroll bolt-on for Summer Faculty Pay. In addition, with our assistance, UT Dallas saved over \$350k annually with the automation of security administration.

In addition to resources supplied to the above-mentioned agencies, Tunabear provides an integral pool of experienced resources for numerous agencies, institutions, and consulting services partners. Information and references about similar projects can be found in the *Client References* section below.



Tunabear Business References

Tunabear has 14 years of Staff Augmentation experience, accumulating many contracts in that timespan, and too many to reproduce here. Below is a sample of the types of contracts we have fulfilled.

Name: University of California, UCOP **Phone No:** (510) 587-6454
Address: 1111 Franklin St, Oakland, CA 94607, USA
Contract Award Date: 10/01/2021 **Contract Completion:** Ongoing
Contract Name/Title: UC System-Wide IT Temporary and Professional Services
Contac Person: Pei-Ru Chao **Email:** PeiRu.chao@ucop.edu
Project Description: Developed Payroll Commitment accounting and labor distribution functions for Multiple campuses

Name: Lone Star College **Phone No.:** 281-290-3724
Address: 4141 Victory Dr, Houston, TX 77088, USA
Contract Award Date: February 4, 2019 **Contract Completion:** February 3, 2023
Contract Name/Title: Deliverable Based Information Technology Services
Contac Person: Indrani Sampathkumar **Email:** Indrani.Sampathkumar@lonestar.edu
Project Description: Oracle DBA OnDemand Services, such as Database Performance Tuning and troubleshooting, Everyday Database Maintenance.

Contact Name: Clackamas County **Phone No.:** 503-722-6651
Address: Public Services Building, 2051 Kaen Road #426 Oregon City, OR 97045, USA
Contract Award Date: April 3, 2022 **Contract Completion:** June 30, 2024
Contract Name/Title: As Needed Peoplesoft Upgrade and On-Call Services Consultant
Contac Person: Casi Potter **Email:** cpotter@clackamas.us
Project Description: PeopleSoft integration, customization, data conversion, upgrade, training, documentation, and deployments on an as-needed basis.

Summary of Applicable Capabilities

Tunabear's capabilities highlighted in the Tunabear Team Service Offering include:

- **Application Services**, including PeopleSoft, Oracle Cloud, Celonis, HubSpot, and Custom Web Applications.
- **BI, Data, Analytics, and Automation**, including Celonis BI, Analytics, Automation, and Robotic Process Automation (RoboCorp, Python, JSON, UiPath).
- **IT Business Consulting Services**, including GRC Maturity Assessments, Change Management, Security Assessment, Procurement Advisory Services, and IV&V Services.
- **Project and Program Management.**



Services and Certifications

Tunabear is a partner with both Oracle and Celonis, and we offer services from numerous certified consultants. Examples of our certifications include PeopleSoft, Oracle Cloud Applications, Oracle EBS, Salesforce, Celonis (Solution Professional, Implementation Professional, Sales Professional, App Creator), HubSpot, PMI (PMP), ISACA (CISA), AICPA (CPA), and others. Each of these certifications requires significant training and/or experience in the field.

Tunabear has built its business on three key principles:

- **Advocacy** – committing to clients directly and acting only in their best interest. Rather than focusing on the bottom line, Tunabear focuses on being a true advocate to its clients and partners, ensuring the very best outcomes.
- **Sustainability** – Tunabear has 100% positive client references and has never been removed from a project.
- **Accountability**– Tunabear understands the importance of their work and takes pride in providing excellent deliverables. Our team members take ownership of anything they do.

Employment Procedures

Tunabear Consulting uses a structured, well-managed approach to staffing that ensures the most qualified, responsive, and dedicated resources are assigned to our customers. Once the Prequalification is awarded to Tunabear Consulting, we will assign Account Managers to work with the Customers, and our entire team will work diligently to meet your customers' needs and exceed their expectations.

Tunabear's Strategy for Managing Project Delays

In every Staff Augmentation engagement, we recognize the importance of ensuring project continuity, even in the face of potential resource unavailability. To address this concern, we have established a comprehensive approach that follows the three steps described below. Tunabear offers a service guarantee by which we will use our Best Efforts to achieve a 100% Quality of Service.

- **Immediate Resource Replacement:** In the event of a resource's unavailability, we rapidly initiate an immediate replacement process. We propose a new resource whose qualifications and skills are aligned with the project's demands. The proposed resource undergoes review and approval by Tunabear's recruitment team.
- **Onboarding and Knowledge Transfer:** Our onboarding process includes a comprehensive knowledge transfer phase. The new resource receives detailed project documentation, access to existing code repositories, and direct interaction with the outgoing resource (if feasible). This accelerates their understanding of the project's context, reducing downtime.
- **Task Redistribution:** Project tasks are redistributed among the remaining team members in a manner that maintains project momentum and prioritizes critical deliverables. This ensures that the project remains on track while the new resource acclimates to their role.



Tunabear Inc Key Personnel

At the heart of our organization is the belief that hiring top talent is crucial to achieving success. Our Dream Team is made up of skilled individuals who share a commitment to excellence in everything we do. We believe that by working together, we can achieve anything.

When building our Dream Team, we looked for individuals who have a passion for their work and a desire to continuously learn and grow. Each member of our team brings a unique set of skills and knowledge that allows us to offer unparalleled service to our clients.

Our Dream Team is made up of a diverse group of individuals who bring a range of skills and expertise to the table. Here's a quick introduction to each of our key players:

Company Representative:

Name: Benjamin Dai

Title: CEO

Address: 11711 Hillcrest Rd. Dallas, TX 75230-3109

Phone: 888-882-7988

E-Mail: bdai@tunabear.com

Company Representative:

Name: Victoria Ferrary

Title: Director of Operations

Address: 11711 Hillcrest Rd. Dallas, TX 75230-3109

Phone: 888-882-7988

E-Mail: victoria@tunabear.com

Billing Representative:

Name: Vivian Liu

Title: Accountant

Address: 11711 Hillcrest Rd. Dallas, TX 75230-3109

Phone: 888-882-7988

E-Mail: accounting@tunabear.com

Advantages of Selecting Tunabear

At Tunabear, our core values shape and influence our daily decision-making: Trust, Respect, Leadership, and Innovation. We will always provide excellent outcomes for all our valued clients, in general, and for the State specifically. Our team's character is built on impeccable integrity and reliability. We are committed to always following through on our word.

Tunabear values and respects our employees, business partners, and independent consultants, and empowers each to make ethical business decisions. Tunabear values innovative ideas and is willing to do whatever it takes to get the right tasks done right.



ATTACHMENTS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MIS2500000001

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 cause for rejection of this bid. I further understand 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.

Tunabear Inc

Company



Authorized Signature

10 / 28 / 2024

Date

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

**REQUEST FOR QUOTATION
CRFQ MIS250000001
Technical Temporary Staffing Services**

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: Victoria Ferrary
Telephone Number: 888-882-7988
Fax Number: N/A
Email Address: victoria@tunabear.com

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) Victoria Ferrary

(Address) 11711 Hillcrest Rd, Dallas, Texas, 75230

(Phone Number) / (Fax Number) 888-882-7988

(email address) victoria@tunabear.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WVOASIS, 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.

Tunabear Inc

(Company)



(Signature of Authorized Representative)

Benjamin Dai 10 / 28 / 2024

(Printed Name and Title of Authorized Representative) (Date)

888-882-7988

(Phone Number) (Fax Number)

rfp@tunabear.com

(Email Address)

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.
- i. **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/ot/ir/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: _____

Name of Associate: Tunabear Inc

Signature: _____

Signature: 

Title: _____

Title: CEO / President

Date: _____

Date: 10 / 28 / 2024

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
Patrick Morrissey
Attorney General
BY 

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name:

By: _____

By:  _____

Printed Name: _____

Printed Name: Tunabear Inc

Title: _____

Title: CEO / President

Date: _____

Date: 10 / 28 / 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2024

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 Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: Select_Certificates@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Underwriters Insurance Company		30104
INSURER B : Technology Insurance Company, Inc		42376
INSURER C : Hanover Insurance Company		22292
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Tunabear, Inc.
 11711 Hillcrest Road
 Dallas TX 75230

TUNAINC-01

COVERAGES

CERTIFICATE NUMBER: 1445927526

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 INSD	SUBR 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			83SBABC7CZX	1/4/2024	1/4/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83SBABC7CZX	1/4/2024	1/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBABC7CZX	1/4/2024	1/4/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Employment Practices Liability Cyber Liability Crime			83SBABC7CZX TCL172600102 BDCJ00168802	1/4/2024 5/5/2024 5/5/2024	1/4/2025 5/5/2025 5/5/2025	Limit \$25,000 Limit / Retention \$1M / \$5,000 Limit / Deductible \$1M / \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Information Purposes

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Doc ID: 78158f8538230573cd13803b1b8f7a856cce7e0f



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Tunabear Inc. (file number 801249200), a Domestic For-Profit Corporation, was filed in this office on March 26, 2010.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 14, 2024.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State