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Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1475603

Procurement Type: Central Master Agreement

Vendor ID: VC0000081919

Legal Name: BUZZCLAN LLC

Alias/DBA:

Total Bid: \$6,843,200.00

Response Date: 10/29/2024

Response Time: 12:53

Responded By User ID: gov@buzzclan.com

First Name: Sachin

Last Name: Jain

Email: gov@buzzclan.com

Phone: 4692512899

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: MIS2500000001

Published Date: 10/16/24

Close Date: 10/31/24

Close Time: 13:30

Status: Closed

Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1475603
Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-10-31 13:30	SR 0511 ESR10292400000003130	1

VENDOR
VC0000081919
BUZZCLAN LLC

Solicitation Number: CRFQ 0511 MIS2500000001
Total Bid: 6843200
Response Date: 2024-10-29
Response Time: 12:53:00
Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@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	Senior Web Application Analyst	2080.0000	HOUR	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	35.000000	72800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	35.000000	72800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	40.000000	83200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	40.000000	83200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	80.000000	166400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	80.000000	166400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	60.000000	124800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	60.000000	124800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	65.000000	135200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	70.000000	145600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	100.000000	208000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	100.000000	208000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

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	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

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



**Response to Centralized Request for Quote #CRFQ 0511
MIS2500000001**

Technical Temporary Staffing Services

CRFQ DUE DATE: OCTOBER 31, 2024 BY 1:30 PM ET

PREPARED FOR:

**State of West Virginia
Purchasing Division
2019 Washington St E Charleston WV 25305**

QUOTE SUBMITTED BY:

BuzzClan, LLC.

**Johnpreet Singh | Director
(Federal and SLED Programs)**

5757 Alpha Road, Suite 340

Dallas, Texas 75240

Phone: 469-251-2899

Email: presales@buzzclan.com



ORACLE

Gold
Partner

Microsoft
Partner



aws
partner
network



5757 Alpha Rd., Suite 340, Dallas, TX 75240

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COVER LETTER

Date: October 29, 2024

West Virginia Purchase Division, WV
2019 Washington Street,
East Charleston, WV 25305

Attn: Crystal Hustead

Purchasing Division

Email: procurement@opers.org

Subject: Response to Request For Proposals CRFQ - #0511 MIS2500000001 - Technical Temporary Staffing Services.

In response to the subject mentioned procurement, BuzzClan, LLC (BuzzClan) submits our offer to the State of West Virginia (Agency) for review and consideration. BuzzClan is a certified Minority and Women owned Business Enterprise headquartered in Texas. BuzzClan has extensive experience with many Regional and National Professional, IT, Administrative, General, Utility/Maintenance, Technical and non-technical staffing services, and our philosophy is building close alliances with our clients that produce favorable results for both parties.

Our involvement in the project significantly increases the likelihood of an on-time, high-quality, in-budget implementation with consistent and dependable outcomes with measurable metrics. In addition, we have relevant large-scale credentials in the commercial and federal space. With the required technical experience, relevant past performance, and effective knowledge of business processes with Commercial, State, and Federal organizations, we are fully confident and committed to providing Technical Temporary Staffing Services to enable the Agency to meet its objectives.

Company Information

Company Name	BuzzClan, LLC
Address / Headquarters	5757 Alpha Rd., Suite 340, Dallas, TX 75240
Telephone / Fax	469-251-2899 / 469-251-2899
CAGE Code	79CC6
DUNS No.	012882406
UEI	MEU7KMF5H9C6
TX DIR Contract No.	DIR-CPO-5453
Federal Tax ID	46-2327694
Authorized Contact Person	Johnpreet Singh Director (Federal and SLED Programs) 469-251-2899, presales@buzzclan.com
Website	www.buzzclan.com

We understand and agree to comply with all the terms and conditions mentioned in this solicitation. We have received all Questions & Answers issued to this CRFQ. Our proposal will be valid for 180 days. Should the Agency have any questions regarding our offer, don't hesitate to get in touch with us.

Sincerely,



Johnpreet Singh | Director (Federal and SLED Programs)

Phone: 469-251-2899

Email: presales@buzzclan.com

COMPANY BACKGROUND AND HISTORY

BuzzClan LLC (BuzzClan) is a Minority and Women-owned (M/WBE) certified business, founded in 2013. BuzzClan is a boutique consulting firm collaborating with leading technology partners to provide software, advisory, implementation, and IT staff augmentation services across North America. Backed by highly accomplished and versatile technology executives with a combined 250 years of proven experience, BuzzClan has exponentially grown to a family of over 300 employees. Our Company Highlights are as follows:

Clients

Public sector - 150+
Commercial Sector - 50+

Number of years in Business

11+ years

No. of employees

300+ employees

World Wide locations

7 Worldwide locations



CERTIFIED
Asian American
Business



- Certified partner for most of the Tier-1 Cloud, Software & Hardware Providers including **Oracle, Amazon, Google, Saviynt & Microsoft.**
- Staffed with a team of highly qualified professionals holding various OEM Certifications such as OCP, PMP, AWS, MS Azure, etc.



- Private Cloud hosted In-house to provide POV Workshops, Development, Test and Training Environments for clients.
- Solution Centers in Dallas (TX), Nairobi (Kenya), Toronto (Canada), Gurgaon and Chandigarh (India).

OUR JOURNEY

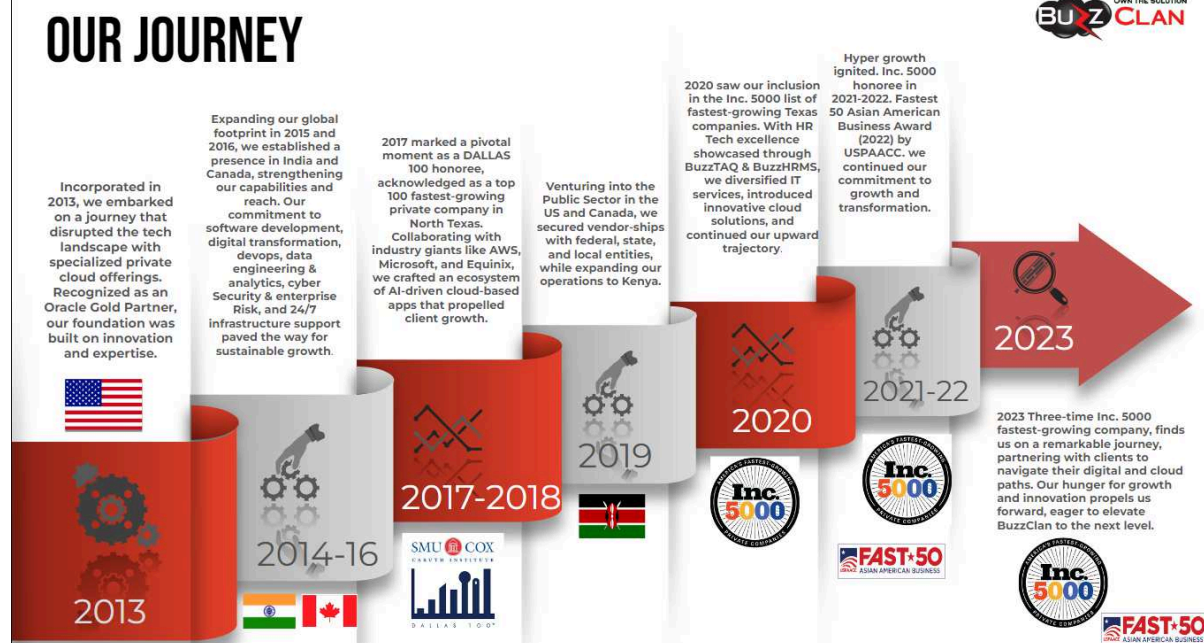


Exhibit 1: Milestones achieved in the last ten years.

BuzzClan has helped numerous customers by providing the most powerful, affordable, and easy-to-use IT staffing support services. It is our ability to service large clients and geographical regions that BuzzClan has been awarded large cooperative contracts like DIR (TX), TIPS, EPIC6 Cooperative Purchasing, and others with an annual spend of \$ 50 Million each, for providing IT staff augmentation services.

Exhibit 3 provides a snapshot of our select clients where we have been providing IT staffing services in the commercial sector. Since 2013, we have executed over 950 contracts providing IT Consulting and Staff Augmentation Services to commercial, federal and state government agencies.

Commercial Clients



Exhibit 3 : BuzzClan Clients in the Commercial Sector

Additionally, over the past few years, BuzzClan has provided millions of dollars in IT consulting services to our state government clients. Through the framework of the past state-wide IT services and other technical services contracts, BuzzClan, with the assistance of our 100+ consultants, has delivered over two million hours of consulting services to our state government customers at the very best economical pricing.

BuzzClan has assisted many agencies in successfully meeting their business objectives by providing experienced and professional staff. BuzzClan has served mainstream to niche skill sets. **This vast amount of experience will be leveraged to assist the Agency and the participating agencies to meet their mission-critical objectives.** The following table represents a sample of our IT staffing placements within the last 5 years.

State	Department / Agency Name	IT Staffing Placements
Texas	City of Denton and other Departments	Middleware Architect, Java Developer, Helpdesk support technician, Customer Service Representative, Sr. .NET Applications Developer
Georgia	Atlanta Public Schools and other State Departments	Project Manager, Project Coordinator, IT Inventory Associate, Network Technician, IT Support Specialist, Senior IT Program Manager, Procurement Tools Business Analyst, Developer 1
California	University of California and &	UCOP RDMS Report Developer, Reporting Platform Administrator, Software Engineer, Project Manager, Senior



	CA Departments	Business Analyst, Senior Developer, Help Desk Technician, Computer Systems Analyst
Idaho	Office of Emergency Management	Technical Records Specialist, Program Assistant, Research Analyst, Research Analyst Sr., Project Manager, Technical Writer, QA/QC Inspector, Software Tester
Missouri	Various departments	Project Manager, Senior Business Analyst, Senior Developer, Help Desk Technician, Computer Systems Analyst I-III, Computer Programmer I-IV, Drafter/Designer, Technical Writer, QA/QC Inspector, Software Tester
Michigan	Various departments	Project Manager, Project Lead, Business Technology Consultant, Senior Business Analyst
Florida	Various departments	Help Desk Technician, Systems Analyst I-III, Computer Programmer, QA/QC Inspector, Software Tester, Quality Assurance, Budget Analyst
North Carolina	Various departments	Desktop and Classroom Support Analyst, Project Manager, ServiceNow, IT Sr. Project Manager, Data Governance Technical Specialist, Business Analyst Specialist, Technical Specialist, Trainer/Content Developer
Kansas	Various departments	Quality Assurance Analyst, Java Developer, Angular Developer, Teradata Developer, Elastic Search Engineer, SAP BO Developer

BUZZCLAN'S APPROACH TO SERVICE DELIVERY

BuzzClan understands that the Agency is seeking IT Staffing services to assist the Agency IT Department by providing personnel with the necessary expertise to support, install. BuzzClan can provide a highly skilled and talented IT workforce to support the Agency on an as-needed basis.

BuzzClan provides staffing services nationwide with an active network of local employment agencies possessing in-house local candidates. BuzzClan is strongly positioned to service the staffing requirements under this contract from its headquarters in TX backed with:

- An in-house team of highly skilled consultants, coupled with local candidates from sub-contractors/independent consultants.
- Highly skilled recruitment specialists operating from Talent Delivery Centres (TDCs) in three different time zones to service clients nationwide.
- BuzzTAQ - A scalable and AI-driven applicant tracking system for talent acquisition, which can source, analyze, and recommend the best 'fit to hire' applicant with distinctive accuracy.

Our IT Staff Augmentation services offering is a part of BuzzClan's People Advisory Services (PAS) group, which operates from our various offices located in the states of TX (HQ), CA, WA, MT, FL, IL, GA, NY, WV, NJ, and VA. We will be servicing this contract from our branch office located at 110 James St., Hinton, WV 25951. BuzzClan's Office work timings are from 08:00 AM to 06:00 PM (Monday to Friday).



Exhibit 4 : Our Talent Delivery Centres located in different time zones provide seamless IT staffing services.

BuzzClan leverages the hybrid delivery model to offer onsite/ offsite services to clients. Our recruitment division is a combination of Recruiters, Subject Matter Experts (SMEs), Data Miners, Account Managers, Human resources, E-care Executives, Trainers & support employees. We have established multiple Talent Delivery Centres (TDCs) in different time zones, keeping in mind geographic penetration, multilingual talent, cultural fit, and specific client requirements, ensuring nationwide coverage.

RECRUITMENT PROCESS

BuzzClan uses its in-house developed BuzzTAQ, a scalable and AI-driven application for talent acquisition, to source, analyze, and recommend the best 'fit to hire' applicant with distinctive accuracy.

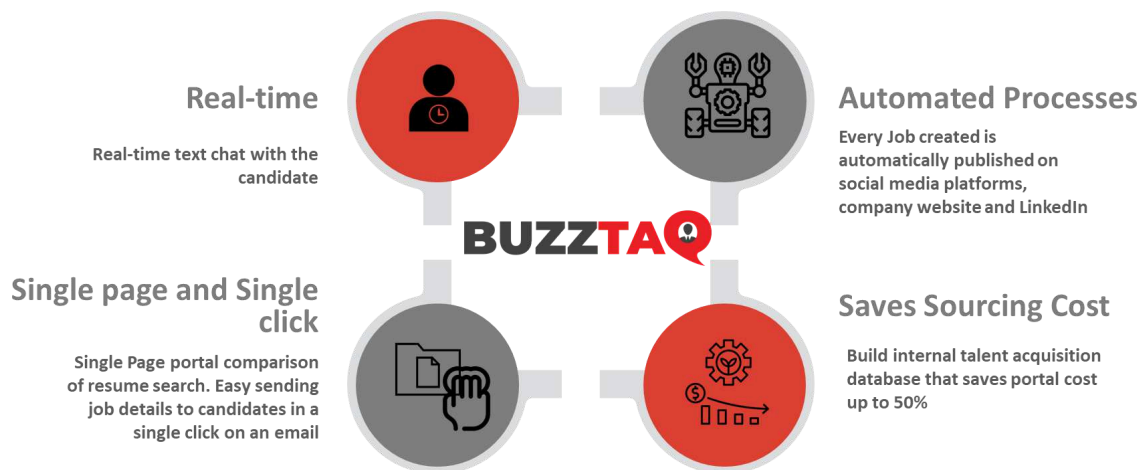


Exhibit 5 : depicts Key highlights of BuzzTAQ used for talent acquisition.

Once a requirement is released, our Account Manager gains an in-depth understanding of the project, SOW, technical environment, candidate qualifications, experience, and mandatory, and desirable skill set requirements. The account manager then drafts a requisition and submits it on BuzzTAQ which is also forwarded to the recruitment manager for assigning to the recruitment specialists. Our recruitment specialists begin sourcing the potential candidates using internal staff and referrals, resume databases, job sites, and local employment agencies. BuzzClan's Recruitment process is depicted in **Exhibit 6**.

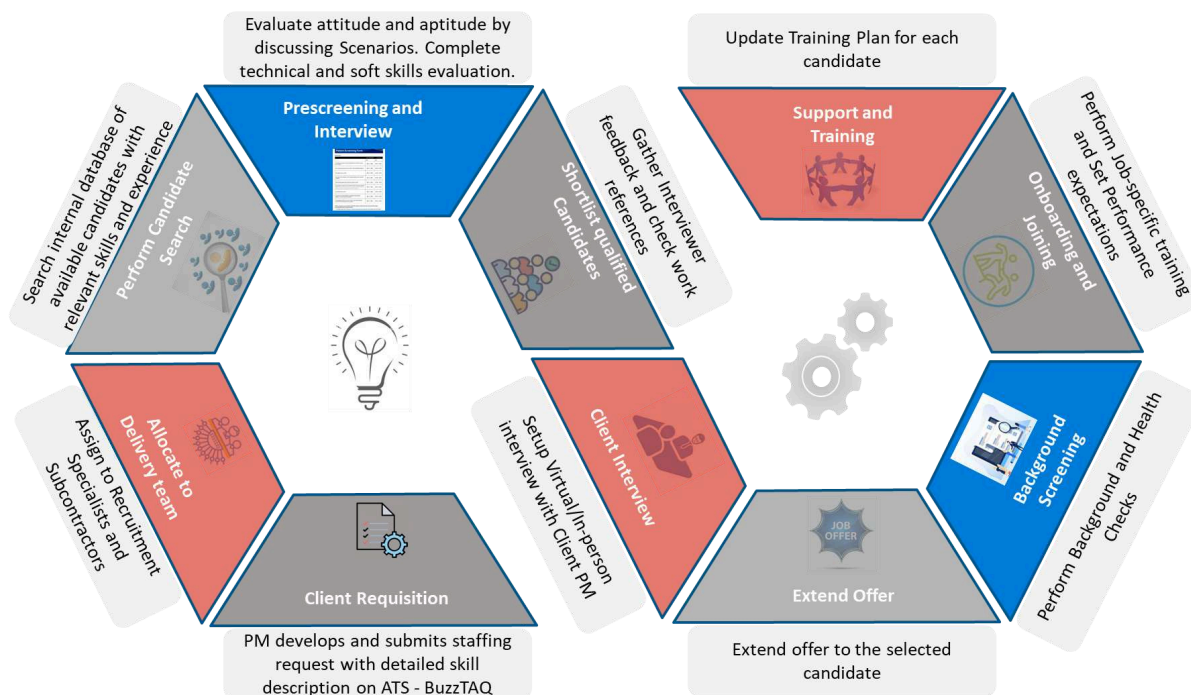


Exhibit 6: BuzzClan's agile recruitment process complies with ISO 9001:2008

BuzzClan uses a combination of several leading job portals/boards, major news publications, and other industry and skill-specific databases to source candidates and

advertise their open positions locally and/or nationally. Such web portals include Careerbuilder, Indeed, Monster, ZipRecruiter, LinkedIn Premium Recruiter, and many more.

BuzzClan ensures a smooth and effective hiring process by using a methodical and strategic strategy to find qualified applicants within the client's designated period. Our approach is distinguished by painstaking preparation, cutting-edge technology application, proactive involvement, comprehensive evaluation, and ongoing feedback-driven improvement.

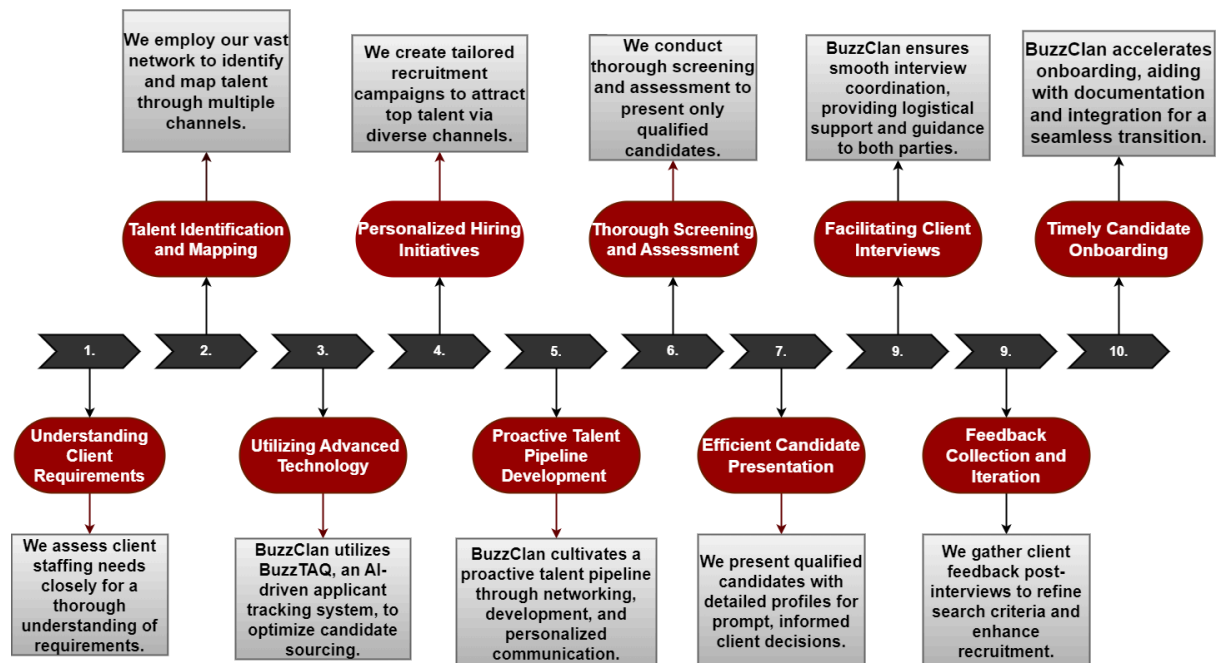


Exhibit 7: Highlights of BuzzClan's Hiring Process

BuzzClan's service delivery team performs specific duties from requirement gathering through onboarding, completing every aspect of the recruitment life cycle. Each of the ten steps in the recruitment process has defined metrics with turn-around times, and BuzzClan's service delivery team members are accountable for performance against those metrics assigned to them. We report on metrics on time ensuring that we are meeting the Client's objectives. Our selective recruitment policy ensures that only the best available in the industry are inducted and provide cost-effective solutions to the challenging needs to meet the Client's expectations. **Exhibit 8** depicts our service delivery timelines.

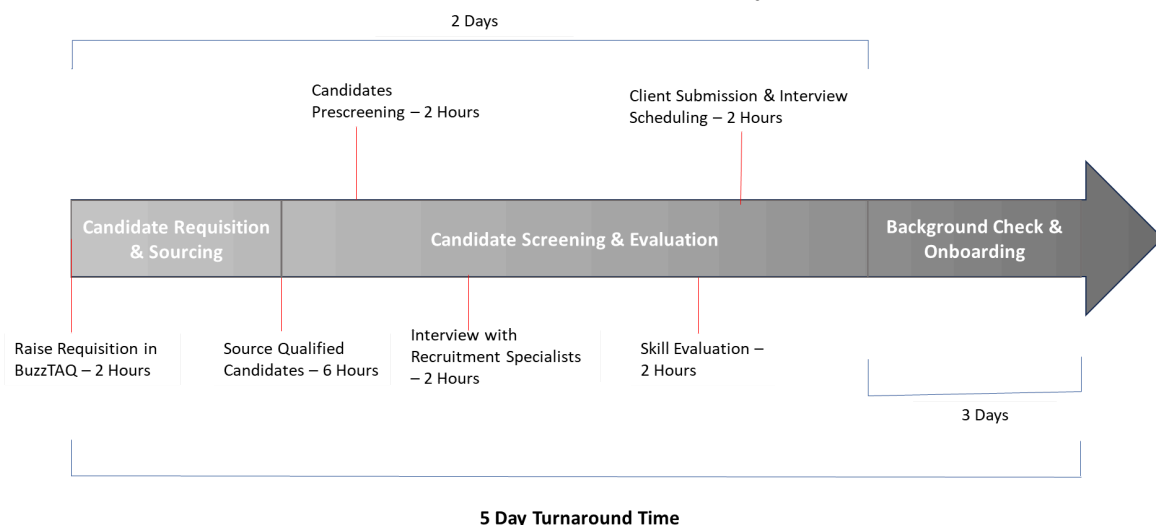


Exhibit 8 : Recruitment Delivery Timelines

Pre-screening Process

BuzClan's technical panel follows a well-defined pre-screening process to evaluate a candidate before it is sent to the client for review. BuzzClan has implemented and refined over the years, a thorough Fraud Detection, Aversion, and Quality Control process for providing uninterrupted and high-quality IT staffing services. **Exhibit 9** illustrates our quality control and skill evaluation process.

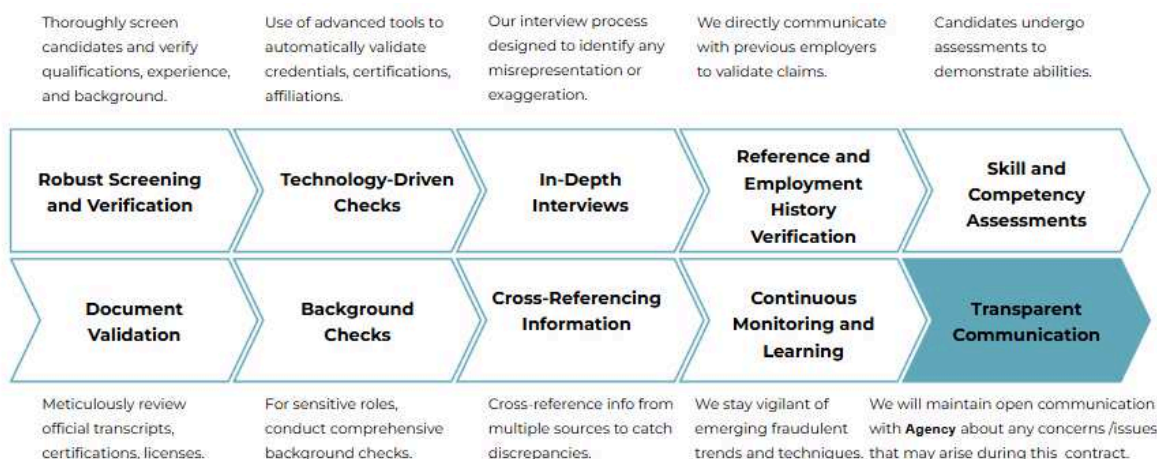


Exhibit 9: BuzzClan's Fraud Detection, Aversion, and Quality Control process for IT staffing

BuzzClan has partnered with different online skill assessment platforms like TestDome, TestGorilla, DevSkiller, HireVue and Prove It (by Kenexa) to assess and measure candidates' technical and soft skills required for different client projects.

BuzzClan controls the quality of its workforce through stringent quality measures and an advanced internal candidate/skill matching system. We measure our quality of service based on our staff's level of professionalism, knowledge, ability, dedication, and execution to the company's standards of excellence. We host weekly meetings between team leaders and their respective team(s) to focus and measure their quarterly and annual goals.

Background and Health Check Process

BuzzClan staff performs a thorough background check on shortlisted candidates, which includes education, reference, work experience, skill set/certification, and criminal record check. BuzzClan has partnered with a third-party vendor - Sterling for performing background screening, including criminal background checks, employment verifications, and drug testing for prohibited substances including THC (Marijuana), Cocaine, Opiates Morphine, Codeine, and Heroin. We can provide 5-panel, 9-panel, 10-panel, and 12-panel drug screenings as requested by clients.

Employee Onboarding and Training

BuzzClan uses the employee onboarding process for integrating the new employee into the Client's organization and preparing them for their new role, which helps them become more productive and engaged in their work more quickly and also ensures a smooth transition into the Client's company culture. A high level view of the activities/tasks conducted are depicted in the table below.



Before Joining	<ul style="list-style-type: none">• All necessary equipment, tools, and access to systems are made available for the new employee.• A mentor is assigned to provide guidance and support.• A welcome email is sent to the new employee, providing information about the first day, dress code, and any required documentation.
Day 1: Welcome and Orientation	<ul style="list-style-type: none">• An overview of the organization's history, culture, and mission is presented.• Employee's role and responsibilities are discussed.• All necessary HR paperwork, including tax forms and benefits enrollment, are completed.
Training and Skill Development	<ul style="list-style-type: none">• Job-specific training, which may include hands-on training, online courses, or job shadowing, is provided.• Clear performance expectations and goals are set.
Benefits and Compensation	<ul style="list-style-type: none">• Benefits package, including health insurance, retirement plans, and any other benefits offered are explained.
First Performance Review	<ul style="list-style-type: none">• A review call is scheduled after a few months to assess the employee's progress and to address any areas for improvement.

BUZZCLAN'S ACCOUNT MANAGEMENT TEAM

BuzzClan's Account Management team will meet with you to gain an understanding of the technology environment, culture, rules of engagement, and general needs. That information is shared with our service delivery team as part of the Kick-off call, conducted at the start of the new engagement, and is also uploaded to our BuzzTAQ - ATS (Applicant Tracking System). These customer-specific business needs are visible to the recruitment specialists/service delivery team when they start working on Job requisitions.

BuzzClan's Account Management team structure as illustrated in **Exhibit 10**, will provide management, supervision, and support on the resulting contract.

Lead Personnel Directly Responsible for the Work:

Name	Position / Title
Anna J	National Account Director
John Singh	Account Manager
Ety Garg	Recruitment Manager

John Singh (Account Manager), operating from Hinton, WV will interact regularly with the Agency's Hiring/Project Managers for feedback and any issue resolutions. John will be responsible for end-to-end process and other administrative activities including but not limited to handling requirements and responding to the Agency inquiries regarding the contract activities, answering questions related to ordering and delivery, and more.

Anna J (National Account Director) operating from our headquarters in Dallas, will act as John's backup in his absence. She will be the go-to person if John cannot resolve any client issue.

Ety will support this contract as the Recruitment Manager shouldering resource sourcing responsibility. She will be tasked with covering all openings. Ety will become knowledgeable of your technology environment, the hiring managers, and what works best for them for the variety of roles they may utilize. She will work with the Recruitment Specialists from across our organization. Ety will be constantly providing feedback to our Recruitment Specialists, based on their candidate skills matching the qualifications and will select the most suitable candidates for eventual submission to the client. In this way, our Recruitment Specialists/Subcontractors will continuously be improving their ability to recruit talent for the Agency. **BuzzClan will assess the workflow from time to time and assign additional personnel to the team supporting the Agency.**

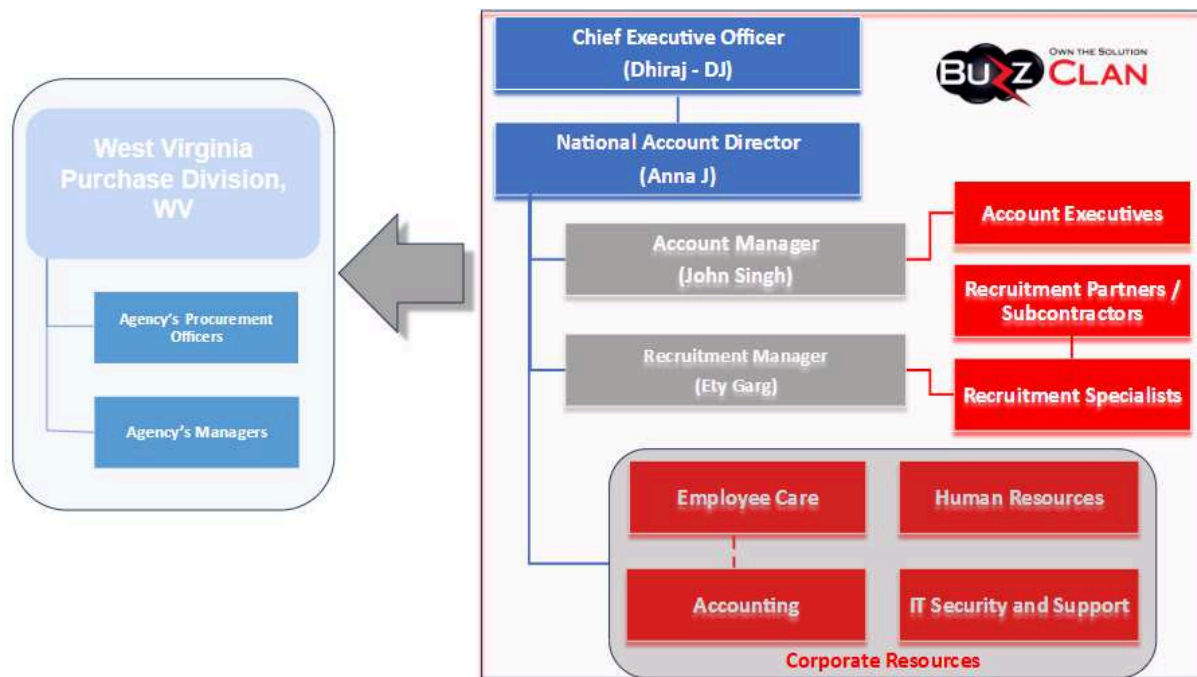


Exhibit 10: BuzzClan's Organization Chart outlining the structure of the Account Management Team.

REFERENCES

SIMILAR PAST PROJECT EXPERIENCE 1

Project Title	Temporary Staffing Services
Duration	October 2022 - Ongoing
Specific Contact Information:	Entity Name: State of Kansas Entity Address: 900 SW Jackson, Room 401-North, Topeka, Kansas 66612 POC: John Paul Fenton Telephone No.: 785-571-3600 Email: john.fenton@ks.gov

SUMMARY OF SERVICES

We have provided IT Project Manager, Business Analyst, Software Developer, Network Technician, Help Desk Technician, to the State of Kansas under this project. The project manager was responsible for supervising the tasks performed by the team and maintaining smooth flow of work.

SIMILAR PAST PROJECT EXPERIENCE 2

Project Title	IT Staffing Services
Duration	April 2023 - Ongoing
Specific Contact Information:	Entity Name: State of Michigan Entity Address: MI Department of Technology, management and budget 320 S. Walnut Street, Lansing MI 48909 POC: Sri Vardhan Mavoori Telephone No.: 720-316-3939 Email: mavooris@michigan.gov

SUMMARY OF SERVICES

BuzzClan provided an Application Systems Analyst, Customer Service Rep Technical Writer, Service Desk Technician, Mailroom Clerk, Data Manager, Administrative Assistant, Database Administrator, to the State of MI under this project.

SIMILAR PAST PROJECT EXPERIENCE 3

Project Title	IT Staff Augmentation
Duration	October 2021- Ongoing
Specific Contact Information:	Entity Name: University of California Entity Address: 1111 Franklin Street Oakland, CA 94607 POC: Emily Weaver Telephone No.: 510-987-0463 Email: Emily.Weaver@ucop.edu

SUMMARY OF SERVICES

We have provided multiple labor categories to the University of California. Labor categories are:

- Television and Video Editor and Videographer
- Audio/Video (AV) Operations Engineer
- Systems Architect
- Data Entry Clerk

CONTRACT MANAGER

REQUEST FOR QUOTATION
CRFQ MIS2500000001
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: Johnpreet Singh
Telephone Number: 469-251-2899
Fax Number: 469-251-2899
Email Address: presales@buzzclan.com

Revised 12/12/2017

FEDERAL FUND ADDENDUM

Attachment 1

FEDERAL FUNDS ADDENDUM 2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

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: **BuzzClan, LLC**

By: _____

By: *Johnpreet Singh*

Printed Name: _____

Printed Name: **Johnpreet Singh**

Title: _____

Title: **Director (Federal and SLED Programs)**

Date: _____

Date: **October 29, 2024**

HIPAA BUSINESS ASSOCIATE ADDENDUM

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/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: Johnpreet Singh

Signature: _____

Signature: *Johnpreet Singh*

Title: _____

Title: Director (Federal and SLED Programs)

Date: _____

Date: October 29, 2024

Form - WVBAA-012004
Amended 06.26.2013

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

DESIGNATED CONTACT

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) Johnpreet Singh | Director (Federal and SLED Programs)

(Address) 5757 Alpha Road, Suite 340, Dallas, Texas 75240

(Phone Number) / (Fax Number) 469-251-2899

(email address) presales@buzzclan.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.

BuzzClan, LLC

(Company)


(Signature of Authorized Representative)

Johnpreet Singh | Director (Federal and SLED Programs) October 29, 2024

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

469-251-2899 469-251-2899

(Phone Number) (Fax Number)

presales@buzzclan.com

(Email Address)

Revised 8/24/2023

ADDENDUM ACKNOWLEDGE

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 be 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.

BuzzClan, LLC

Company

Johybreeth Singh

Authorized Signature

October 29, 2024

Date

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

Revised 8/24/2023

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.)

Name of Associate: **Johnpreet Singh**

Name of Agency: WV Departments of Health, Health Facilities, and Human Services- Office of Shared Administration

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

These temporary employees will work on PATH related programs, such as RAPIDS, and at times may have access to names, addresses, dates of birth, email address, or SSN.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 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.

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(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
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I understand that failure to confirm the receipt of addenda may be 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.

BuzzClan, LLC

Company

Johnnybreet Singh

Authorized Signature

October 29, 2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012