



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: VS0000037660	SO Doc ID: MIS2500000001
Legal Name: TRYFACTA INC	Published Date: 10/16/24
Alias/DBA:	Close Date: 10/31/24
Total Bid: \$7,256,849.60	Close Time: 13:30
Response Date: 10/30/2024	Status: Closed
Response Time: 16:34	Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES
Responded By User ID: Tryfacta	Total of Header Attachments: 1
First Name: Adesh	Total of All Attachments: 1
Last Name: Tyagi	
Email: rfp@tryfacta.ai	
Phone: 4088935500	



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 ESR10302400000003195	1

VENDOR
 VS0000037660
 TRYFACTA INC

Solicitation Number: CRFQ 0511 MIS2500000001
Total Bid: 7256849.599999999627470970153 **Response Date:** 2024-10-30 **Response Time:** 16:34:47
Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@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	88.560000	184204.80

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	91.220000	189737.60

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	93.950000	195416.00

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	96.770000	201281.60

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	105.780000	220022.40

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	108.950000	226616.00

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	112.220000	233417.60

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	115.590000	240427.20

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	107.010000	222580.80

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	110.220000	229257.60

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	113.530000	236142.40

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	116.930000	243214.40

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	107.010000	222580.80

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	110.220000	229257.60

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	113.530000	236142.40

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	116.930000	243214.40

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	34.440000	71635.20

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	35.470000	73777.60

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	36.540000	76003.20

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	37.630000	78270.40

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	89.790000	186763.20

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	92.480000	192358.40

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	95.260000	198140.80

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	98.120000	204089.60

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	36.900000	76752.00

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	38.010000	79060.80

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	39.150000	81432.00

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	40.320000	83865.60

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	86.100000	179088.00

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	88.680000	184454.40

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	91.340000	189987.20

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	94.080000	195686.40

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	92.250000	191880.00

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	95.020000	197641.60

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	97.870000	203569.60

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	100.800000	209664.00

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	86.100000	179088.00

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	88.680000	184454.40

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	91.340000	189987.20

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	94.080000	195686.40

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.



Technical Proposal

Tryfacta, Inc. Response to CRFQ 0511 MIS2500000001
Title: Technical Temporary Staffing Services

Due Date & Time: October 31, 2024 @ 1:30 PM



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

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



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RFQ FORM

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Service - Prof

Proc Folder: 1475603 Doc Description: TECHNICAL TEMPORARY STAFFING SERVICES Proc Type: Central Master Agreement	Reason for Modification:
Date Issued Solicitation Closes Solicitation No Version	
2024-10-02 2024-10-31 13:30 CRFQ 0511 MIS2500000001 1	

BID RECEIVING LOCATION

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X		FEIN# 611732454	DATE Oct 28, 2024
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All offers subject to all terms and conditions contained in this solicitation

RFQ ADDENDUM FORM

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote Service - Prof
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Proc Folder: 1475603 Doc Description: TECHNICAL TEMPORARY STAFFING SERVICES Proc Type: Central Master Agreement		Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS	
Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-16	2024-10-31 13:30	CRFQ 0511 MIS2500000001	2

BID RECEIVING LOCATION

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X FEIN# 611732454 DATE Oct 28, 2024

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

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.

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

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

Tryfacta Inc.
(Company) _____

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

Revised 8/24/2023

ADDENDUM ACKNOWLEDGEMENT FORM

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.

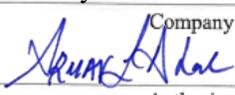
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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.

Tryfacta Inc.

Company


Authorized Signature
Oct 28, 2024

Date

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

MINIMUM QUALIFICATION

3.1 Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

Tryfacta has 28 years of experience of providing similar information technology staffing services. To meet or exceed a minimum of 5 years of experience, our Purchase order copies are attached below. In case more documents required; State can request prior to the award.

2018 to 2021						
 <p>SOUTH FLORIDA WATER MANAGEMENT DISTRICT</p> <p>Send all invoices in PDF format to APInvoice@sfwmd.gov</p> <p>FL Sales Tax Exemption #85-8013149859C-9 Federal Tax Exempt #59-74-0072K</p> <p>Vendor 121661: TRYFACTA INC 4637 CHABOT DR STE 100 PLEASANTON CA 94588 TEL: 408-419-9200 FAX: 408-503-0934 Attention: ADESH TYAGI</p>	<p>SHIP TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT SFWMD: Headquarters 3301 Gun Club Road West Palm Beach FL 33406</p>		<p>PURCHASE ORDER: THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES AND CORRESPONDENCE</p> <p style="text-align: center;">4500104574</p>			
	<p>PURCHASING AGENT: J. Harris-Fitzroy 561-682-2298</p>		<p>ORDER DATE: 01/09/2018</p>		<p>Page 1 of 6</p>	
	<p>CONFIRMING: NO</p>		<p>FOB DESTINATION</p>			
	<p>PAYMENT TERMS: Within 30 days Due net</p>					
<p>NOTE:</p> <ul style="list-style-type: none"> - Prices displayed govern the purchase order transaction. - Early payment discount invoices receive priority handling - The attached Purchase Order terms & conditions, pages 1 through 2 apply 						
<p>IMPORTANT NOTES: THIS MODIFICATION IS ISSUED TO ADD LINE ITEM 11 FOR ADDITIONAL CONTRACT SERVICES. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.</p>						
<p>LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT</p>						
Item	Material/Description	Delivery Date	Quantity	Unit	Unit Price	Extension
1	FY18 Contract Svcs - Lead Developer Pega Contract Services - Lead Developer Pega CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 900 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$144,000.00	09/30/2018	1.000 144,000.000	AU EA	144,000.00 1.00	144,000.00
2	Add'l Contract Svcs-Lead Developer Pega Contract Services - Lead Developer Pega CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 428 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$68,480.00	09/30/2019	1.000 68,480.000	AU EA	68,480.00 1.00	68,480.00



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Send all invoices in PDF format to
 APInvoice@sfwmd.gov

PO Number: 4500104574 ORDER DATE: 01/09/2018 Page 2 of 6

Item	Material/Description	Delivery Date	Quantity	Unit	Unit Price	Extension
3	Add'l Contract Svcs-Lead Developer Pega Contract Services - Lead Developer Pega CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 1,140 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$182,400.00	09/30/2019	1.000 182,400.000	AU EA	182,400.00 1.00	182,400.00
4	Add'l Contract Svcs -Lead Developer Pega FY19 Contract Svcs - Lead Developer Pega CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 835.5 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$133,680.00	09/30/2019	1.000 133,680.000	AU EA	133,680.00 1.00	133,680.00
5	Add'l Contract Svcs -Lead Developer Pega FY19 Lead Pega Developer - Add'l Service CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 451.74 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$72,279.00	01/30/2020	1.000 72,279.000	AU EA	72,279.00 1.00	72,279.00
6	Add'l Contract Svcs -Lead Developer Pega FY19 Lead Pega Developer - Add'l Service CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 192.42 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$30,788.00	01/30/2020	1.000 30,788.000	AU EA	30,788.00 1.00	30,788.00
7	Add'l Contract Svcs -Lead Developer Pega FY20 Lead Pega Developer - Add'l Service CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 33 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$53,280.00	03/30/2020	1.000 53,280.000	AU EA	53,280.00 1.00	53,280.00



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Send all invoices in PDF format to
 APInvoice@sfwmd.gov

PO Number: 4500104574 ORDER DATE: 01/09/2018 Page 3 of 6

Item	Material/Description	Delivery Date	Quantity	Unit	Unit Price	Extension
8	Add'l Contract Svcs -Lead Developer Pega FY20 Lead Pega Developer - Add'l Svcs CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 100.35 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$16,056.00	09/30/2020	1.000 16,056.000	AU EA	16,056.00 1.00	16,056.00
9	Add'l Contract Svcs -Lead Developer Pega FY20 Lead Pega Developer - Add'l Svcs CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 879.64 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$140,743.00	09/30/2020	1.000 140,743.000	AU EA	140,743.00 1.00	140,743.00
10	Add'l Contract Svcs -Lead Developer Pega FY21 Lead Pega Developer - Add'l Svcs CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 514.33 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$82,294.00	09/30/2021	1.000 82,294.000	AU EA	82,294.00 1.00	82,294.00
11	Add'l Contract Svcs -Lead Developer Pega FY21 Lead Pega Developer - Add'l Svcs CONTRACTOR NAME: SIVA PURNA CHANDA RAO ARVAPALLI 1,531 TOTAL ESTIMATED HOURS @ \$160.00 /HOUR = \$244,960.00	09/30/2021	1.000 244,960.000	AU EA	244,960.00 1.00	244,960.00
Grand Total						1,168,960.00

VENDOR SHALL PROVIDE THE PEGASYS LEAD DEVELOPER SERVICES IN ACCORDANCE WITH RFB 600000865 ALONG WITH ANY ATTACHMENTS AND ADDENDA THERETO INCORPORATED BY REFERENCE HEREIN AND MADE A PART OF THIS PURCHASE ORDER.
 PRICING PER BID FROM ADESH TYAGI DATED 11/3/17 SUBMITTED IN RESPONSE TO THE ABOVE REFERENCED RFB. PO TOTAL SHALL NOT BE

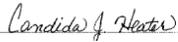


SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PO Number: 4500104574 ORDER DATE: 01/09/2018 Page 4 of 6

Send all invoices in PDF format to
APInvoice@sfwmd.gov

EXCEEDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT.
COORDINATE SERVICES WITH PROJECT MANAGER LOKENDRA MATOLI AT (561) 682-2570.



Authorized Agent
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
An Equal Opportunity Employer # M/F/H/V

2022



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

February 8, 2022

Arman Dhar
Account Manager
Tryfacta, Inc.
5851 Legacy Circle, 6th Floor
Plano, TX 75024

via email: RFP@tryfacta.ai

Re: DART Contract No. 2064418-02, IT Staff Augmentation
Subject: Notice to Proceed, Task Order 2, Data Warehouse Developer

Mr. Dhar:

This letter constitutes your formal Notice to Proceed for Task Order Number 2. This Task Order authorizes Tryfacta to proceed with staffing Rajkumar Bejjala, starting on March 3, 2022, for approximately 40 hours per week.

The temporary staff and hours associated with this task order shall be:

Job Title	Category	Hours	# of Employees	Rate	Total
Data Warehouse Developer - Advanced	Operations	2080	1	\$105.60	\$219,648
Not to Exceed Total					\$219,648

All timesheets or reports associated with this Task Order shall be attached to the invoices(s) and submitted to apinvoices@dart.org

Cordell Hudson is the Contracting Officer's Representative for this contract and shall be your day-to-day contact in relation to technical matters. All technical reports and deliverables shall be submitted to Cordell Hudson for approval with copies to the Contracts Specialist, Barry Pierce.

Please acknowledge your concurrence with the stated terms of this Task Order in the space provided below and return this letter to the attention of Barry Pierce via email at bpierce@dart.org.

Should you require additional information, please contact Barry Pierce.

Regards,

Daniel Marti

Daniel Marti
Contracting Officer

Acknowledgement:


Arman Dhar
Account Manager

03/03/2022
Date

2023



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

February 6, 2023

Arman Dhar
Account Manager
Tryfacta, Inc.
5851 Legacy Circle, 6th Floor
Plano, TX 75024

via email: RFP@tryfacta.ai

Re: DART Contract No. 2064418-02, IT Staff Augmentation

Subject: Notice to Proceed, Task Order 1, Business Intelligence Developer

Mr. Dhar:

This letter is to modify Task Order 1 with Bharadwaj Muduganti. The modification shall increase the total hours from 2,080 to 4,160 an increase of 2,080 hours. The new expiration date is March 1, 2024.

The temporary staff and hours associated with this task order shall be:

Job Title	Category	Hours	# of Employees	Rate	Total
Business Intelligence Developer - Advanced	Operations	2,080	1	\$105.60	\$219,648
Modification 1		2,080			\$219,648
Not to Exceed Total					\$439,296

All timesheets or reports associated with this Task Order shall be attached to the invoices(s) and submitted to apinvoices@dart.org

Cordell Hudson is the Contracting Officer's Representative for this contract and shall be your day-to-day contact in relation to technical matters. All technical reports and deliverables shall be submitted to Cordell Hudson for approval with copies to the Contracts Specialist, Barry Pierce.

Please acknowledge your concurrence with the stated terms of this Task Order in the space provided below and return this letter to the attention of Barry Pierce via email at bpierce@dart.org.

Should you require additional information, please contact Barry Pierce.

Regards,

Daniel Marti

Daniel Marti
Contracting Officer

Acknowledgement:



Arman Dhar
Account Manager

2/13/2023

Date

2024

Gwinnett County Purchase Order
 Name: cc:ITS:Tryfacta:Nowell:RP025-23:123124
 PO No.: 2000447627
 SC No.: 1000723303
 Date: 04/02/2024

Requestor: Cynthia Clark
 Telephone:
 E-mail: Cynthia.Clark@gwinnettcountry.com



Terms of payment:
 Within 30 days Due net

Delivery address
 ITS-FINMGMT
 ITS-Financial Management
 Wayne Thompson
 75 LANGLEY DRIVE
 LAWRENCEVILLE GA 30046-6935

TRYFACTA, INC.
 Adesh Tyagi
 94588 04637 Chabot Dr., Suite 100, Pleasanton, CA
 94588
 PLEASANTON CA 94588

Invoice address:
 DOFSTREAS
 Treasury Division
 2nd Floor West, Room 2W664
 75 Langley Drive
 LAWRENCEVILLE GA 30046
 USA
 Email : disbursements@gwinnettcountry.com

Item	Product no.	Description	Unit	Supplier Part no.	Delivery Date	Qty	Unit Price	Net Value
1		Project Manager	HR	RP02523PJM001		1,504.000	115.00	172,960.00

MFG Name: MFG No:
 Contract 4400010643/1
 Lisa Nowell valid 4/1/2024 through 12/31/2024 or until depleted which ever should occur first.

HOURS MUST BE RECORDED, DOCUMENTED AND APPROVED BY GWINNETT COUNTY MANAGER/SUPERVISOR EACH WEEK. - NO EXCEPTIONS
 *HOURS ARE ESTIMATED BASED ON HOURS PROJECTED FOR PROJECT COMPLETION.
 *APPROVED SUPPORTING DOCUMENTATION SUCH AS RECORDED TIMESHEETS VERIFYING THE BILLING OF HOURS *MUST ACCOMPANY INVOICE*
 *INVOICES WITHOUT SUPPORTING DOCUMENTATION VERIFYING THE BILLING OF HOURS *CANNOT BE PAID*
 PO NUMBER MUST BE REFERENCED ON ALL INVOICES

**** CONTRACTOR IS RESPONSIBLE FOR THE REPORTING PROJECT HOURS SEPARTATELY FROM OPERATIONAL HOURS ****

email invoices to:
 Disbursements@gwinnettcountry.com

PO Value: 172,960.00 USD

Gwinnett County Purchase Order
Name: cc:ITS:Tryfacta:Nowell:RP025-
23:123124
PO No.: 2000447627
SC No.: 1000723303
Date: 04/02/2024

Requestor: Cynthia Clark
Telephone:

Page: 2

Item	Product no.	Description	Unit	Supplier Part no.	Delivery Date	Qty	Unit Price	Net Value
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OR Mail To:

Gwinnett County
Dept. of Treasury
75 Langley Dr.
Lawrenceville, GA 30046

PO Value: 172,960.00 USD

Client Reference Letter



330 Potrero Ave, Sunnyvale, CA 94085

To Whom It May Concern:

Tryfacta has been a preferred staffing vendor for HCL since 2015 and our go-to partner for all staffing and contingent workforce demands across the US & Canada. Their ability to staff our regional hubs with critical temporary workers in New York, California, Dallas & Chicago have made a significant contribution to our business objectives.

I would like to commend the entire assigned team at Tryfacta for the exceptional service they provide and their responsiveness. They are extremely responsive, provide high-touch service, and are really able to provide service delivery.

Additionally, they really go the extra mile for us when we need some clarity, or if there is an issue or a custom report is needed. This makes a real difference and makes my team's life easier.

Included is my Contact Information in case you need any additional information.

Thank You,

Kiran Somalwar,

Kiran T Somalwar
North America Head-Digital Services
HCL Technologies Americas
Email: kirantsomalwar@gmail.com
Phone: 650.799.923

HCL Technologies | Technology that Touches Lives | www.hcl.com

Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classification within the past five (5) years: documentation should include enough information to indicate that the vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above; the documentation should name the entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

Tryfacta has placed more than six (6) individuals within the listed classification within the past five (5) years. Our similar 10 purchase order copies are attached below for your considerations. In case more documents are required; State can request prior to the award.

PO 1 (Developer/Programmer Analyst 3)	
	<p>Texas Education Agency Purchase Order # TEA 0000043569</p>
Page: 1 of 5	
Payment Terms: 30 Days Freight Terms: FOB Destination Ship Via: COMMON PCC: I Date: 11/17/23 PO Method: CP Dispatch: Dispatch Rev Dt: 0- Via Print	
PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.	
Vendor: TRYFACTA INC 4637 CHABOT DR STE 100 PLEASANTON CA 94588-2753 United States	Ship To: 002 TEXAS EDUCATION AGENCY ATTN: CENTRAL REC., RM. G-102B 1701 N. CONGRESS AVE. AUSTIN TX 78701-1494 United States
Vendor ID: 1611732454	Bill To: TEXAS EDUCATION AGENCY Attn: Agency Accounting 1701 N. CONGRESS AVE. AUSTIN TX 78701-1494 United States
Purchaser: Tina.Velasco@tea.texas.gov Email:	Fax: Email: teaaccountspayable@tea.texas.gov
<p>PO Information: Purchase of Automated Information Systems as defined by Texas Government Code 2157.068</p> <p>This procurement was competitively solicited for DIR Staff Augmentation. Solicitation: (WO) 70124060 Date: 10/04/2023 PCC: CP/I</p> <p>Developer/Programmer Analyst 3 - Abrham Matiyos DIR-CPO-4640</p> <p>Vendor: Tryfacta, Inc Email: dirjobs@tryfacta.ai</p> <p>Provided, that the vendor is not in default under the terms of this Agreement, TEA may automatically extend the terms of the Agreement for three (3) one-year periods, on the same title, level, rate and payment schedule and terms and conditions payment schedule and terms and conditions. The option to extend the Agreement shall be at the TEA discretion only.</p> <p>FY24 Initial Term: 11/20/2023 - 08/31/2024 PO#43569 1st renewal: 09/01/2024 - 08/31/2025 2nd renewal: 09/01/2025 - 08/31/2026 3rd renewal: 09/01/2026 - 08/31/2027</p> <p>TEA Point of Contact: Sandra Tate Email: sandra.tate@tea.texas.gov</p> <p>Vendor is not to exceed the total amount listed on the PO without prior approval and amendment to this PO by the TEA Purchasing Department.</p>	

PO 2 (Developer/Programmer Analyst 3)



Texas Education Agency
Purchase Order # TEA 0000043595

Payment Terms: 30 Days Freight Terms: FOB Destination Ship Via: COMMONPCC: I Date: 11/29/23 PO Method: CP Dispatch: Dispatch Rev Dt: 0- Via Print

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: TRYFACTA INC
4637 CHABOT DR STE 100
PLEASANTON CA 94588-2753
United States

Ship To: 002
TEXAS EDUCATION AGENCY
ATTN: CENTRAL REC., RM. G-102B
1701 N. CONGRESS AVE.
AUSTIN TX 78701-1494
United States

Vendor ID: 1611732454

Purchaser: Tima.Velasco@tea.texas.gov
Email:

Bill To: TEXAS EDUCATION AGENCY
Att: Agency Accounting
1701 N. CONGRESS AVE.
AUSTIN TX 78701-1494
United States

Fax:
Email: teaaccountspayable@tea.texas.gov

PO Information:

Purchase of Automated Information Systems as defined by Texas Government Code 2157.068

This procurement was competitively solicited for DIR Staff Augmentation.
Solicitation: (WO) 70124061 Date: 10/16/2023 PCC: CP/I

Developer/Programmer Analyst Level 3 - Adam Laurie
DIR-CPO-4640

Vendor: Tryfacta, Inc.
Email: dirjobs@tryfacta.ai

Provided, that the vendor is not in default under the terms of this Agreement, TEA may automatically extend the terms of the Agreement for three (3) one-year periods, on the same title, level, rate and payment schedule and terms and conditions payment schedule and terms and conditions. The option to extend the Agreement shall be at the TEA discretion only.

FY24 Initial Term: 12/12/2023 - 08/31/2024 PO#43595
1st renewal: 09/01/2024 - 08/31/2025
2nd renewal: 09/01/2025 - 08/31/2026
3rd renewal: 09/01/2026 - 08/31/2027

TEA Point of Contact: Sandra Tate
Email: sandra.tate@tea.texas.gov

Vendor is not to exceed the total amount listed on the PO without prior approval and amendment to this PO by the TEA Purchasing Department.



PO 3 (Developer/Programmer Analyst 3)

Health and Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms: Net 30	Freight Terms: Prepaid & Allow	Ship Via: BEST WAY	Purchase Order: HHSTX-3-0000310537
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			Date: 02/21/23
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Revision: Page 1

Vendor: 1611732454 7
 TRYFACTA INC
 4637 CHABOT DR. SUITE 100
 PLEASANTON CA 94588-2805
 United States

Bill To: IT/ITBO PC/IT Staff Augmentati
 HEALTH & HUMAN SERVICES COMMISSION
 4601 W Guadalupe St
 Austin TX 78751
 United States

Email: itsainvoices@hhsc.state.tx.us

Purchaser: Parks, Michael David 512/406-2497

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
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FY23 Funding
 IT/I
 Requisition: 0000218637
 PO Service Dates: 02/27/2023 thru 08/31/2023

This Purchase Order is contingent upon the continued availability of lawful appropriations by the Texas Legislature and may be canceled at any time in whole or part without penalty. HHS System or the System Agency does not commit to ordering specific quantities of goods/services or dollar amounts with respect to this Purchase Order. The agency shall be obligated to pay for only those goods and/or services actually ordered and received by the agency.

Any funds not utilized by 08/31/2023 are automatically canceled. The Purchase Order issued this date is in accordance with Texas Government Code §2157.088 and the DIR Contract DIR-CPO-4640.

Vendor Contact
 First and Last Name: Arman Dhar
 Phone Number: 925-640-3641
 E-mail Address: rfp@tryfacta.ai

Agency Contact
 First and Last Name: Charlette Manuel
 Phone Number: (737) 867-7869
 E-mail Address: charlette.manuel@hhs.texas.gov AND it_staff_aug@hhsc.state.tx.us

HHSC-PCS Contact
 First and Last Name: Michael D. Parks, CTCD
 Phone Number: 512-406-2497
 E-mail Address: michael.parks@hhs.texas.gov

//
 Attached: DIR-CPO-4640 Appendix A - Standard Contract Terms and Conditions
 Attached: PCS_111_HHS_Ts_and-Cs_No_DUA_(July_2022)

1-1	FY23AUG Pos# C004402 Staff Aug - CLASS Enhancements and Releasement Title: Developer/Programmer Analyst 3 Name: Adiboana, Harkrishna Term: 02/27/2023 thru 08/31/2023	962-69	1360.00	HR	104.50000	\$142,120.00	02/27/2023
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Schedule Total \$142,120.00



PO 4 (Business Analyst 3)

Department of Family and Protective Services

Purchase Order

Dispatch via Print

Payment Terms Net 30	Freight Terms Prepaid & Allow	Ship Via BEST WAY	Purchase Order Date 05/24/23	Revision Revision	Page 1
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			HHSTX-3-0000318259		
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Ship To: Y944 - Austin-4900 N Lamar Blvd DEPT FAMILY AND PROTECTIVE SERVICES 4900 N Lamar Blvd PO Box 149030 Austin TX 78751 United States		

Vendor: 1611732454 7
 TRYFACTA INC
 4637 CHABOT DR. SUITE 100
 PLEASANTON CA 94588-2805
 United States

Bill To: Invoice - Accounts Payable
 Dept Family and Protective Services
 DFPS Accounting Div. Mail Code E672
 PO Box 149030
 AP Contact Phone No. (512)438-3643
 Austin TX 78714-9030
 United States

Phone: 512/438-3643
Fax: 512/339-5826
Email: ACCTPOLY@DFPS.TEXAS.GOV

Purchaser: Parks, Michael David 512/776-2362

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
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FY23 Funding
 IT/I
 Requisition: 0000236053
 PO Service Dates: 06/14/2023 thru 08/31/2023

This Purchase Order is contingent upon the continued availability of lawful appropriations by the Texas Legislature and may be canceled at any time in whole or part without penalty. HHS System or the agency does not commit to ordering specific quantities of goods/services or dollar amounts with respect to this Purchase Order. The agency shall be obligated to pay for only those goods and/or services actually ordered and received by the agency.

Any funds not utilized by August 31, 2023, are automatically canceled. Purchase Order issued in accordance with Texas Government Code §2157.068 and the DIR Contract DIR-CPO-4640.

Vendor Contact:
 First and Last Name: Arman Dhar
 Phone Number: 925-640-3641
 E-mail Address: dirjobs@tryfacta.ai

DFPS Agency Contract Manager Contact:
 First and Last Name: Angela Brooks
 Phone Number: 737-226-4610
 E-mail Address: angela.brooks7@dfps.texas.gov AND dfpsitbusinessoffice@dfps.texas.gov

DFPS Program Manager Contact:
 First and Last Name: Ann Trevino, AppDev
 E-mail Address: ann.trevino@dfps.texas.gov

HHSC-PCS Contact:
 First and Last Name: Michael D. Parks, CTCD
 Phone Number: 512-776-2362
 E-mail Address: michael.parks@hhs.texas.gov

//
 Attached: DFPS Vendor Uniform Terms and Conditions (N502 Form-5645V - June 2022)
 //

1-1	FY23 ITSAC 2023C0019 of Business Analyst 3 (BA3) Lead for Foster Care Rate Modernization Project: Name: Letricia Bynoe Term: 06/14/2023 thru 08/31/2023	962-69	488.00	HR	120.00000	\$58,560.00	06/13/2023
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PO 5 (Business Analyst 3)

Health and Human Services Commission

Purchase Order

Dispatch via Print

Payment Terms Net 30	Freight Terms Prepaid & Allow	Ship Via BEST WAY	Purchase Order HHSTX-4-0000350549
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.			Date 08/28/24
All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Revision Page 1
			Ship To: 4113 - Austin: 4601 W Guadalupe St HEALTH & HUMAN SERVICES COMMISSION 4601 W Guadalupe St Austin TX 78751 United States

Vendor: 1611732454 7
 TRYFACTA INC
 4637 CHABOT DR SUITE 100
 PLEASANTON CA 94588-2805
 United States

Bill To: IT/ITBO PO/IT Staff Augmentati
 HEALTH & HUMAN SERVICES COMMISSION
 4601 W Guadalupe St
 Austin TX 78751
 United States

Email: itsainvoices@hhs.state.tx.us

Exempt Reason: N/A

Purchaser: Boone, Angelica Miller

Line-Sch	Inventory Item ID - Line Description	Class/Item	Quantity	UOM	PO Price	Extended Amt	Due Date
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FY24 funding
 IT/I
 Requisition 0000275029
 PO Service Dates: 08/01/24- 08/31/24

This purchase order is contingent upon the continued availability of lawful appropriations by the Texas Legislature and may be canceled at any time in whole or part without penalty. HHS or the agency does not commit to ordering specific quantities of goods/services or dollar amounts with respect to this purchase order. The agency shall be obligated to pay for only those goods and/or services ordered and received by the agency. Any funds not utilized by 08/31/2024 are automatically canceled.

Purchase order issued in accordance with Texas Government Code §2157.068, and DIR-CPO-4640

Vendor Contact
 Tryfacta, Inc.
 Vid: 1611732454
 Aman Dhar
 925-640-3641
 rfp@tryfacta.ai

Agency Contact Information:
 Angie Lopez
 Email: angela.lopez@hhs.texas.g

PCS contact
 Angelica M Boone CTCD, CTCM
 512-776-2997
 Angelica.Boone@hhs.texas.gov

1-1	FY24AUG Pos# C010171 Staff Aug Name: Vanishree Balakumar - Title: Business Analyst 3 Term: 08/01/24- 08/31/24-MCS - Contract Application and Management for Providers (CAMP)	962-69	176.00	HR	127.59000	\$22,455.84	08/01/2024
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Schedule Total \$22,455.84
Item Total for Line 1 \$22,455.84

PO 6 (Application Programmer)



Purchase Order

Vendor Information
Vendor: TRYFACTA INC 4637 CHABOT DR. PLEASANTON CA 94588 RFP@TRYFACTA.COM 786-785-5481 Vendor Number: 6526369

P.O. Information
Date: 05/10/2023 P.O. Number: 9000371514 P.O. Number must appear on all invoices and packing slips. Contract Number: 5600015012 Buyer: Margret Fley fley.m@dadeschools.net 305-995-2339 All POs come from an email address DADESCHOOLS.NET. If you receive a PO from another source, please contact the school district.

Ship To:
 MDCPS
 App Development and Client Supp
 13135 SW 26 Street
 Miami FL 33175
 (305)995-3885

For delivery/item information updates, please contact the shipping location.
 Prices F.O.B. destination
 Payment net 30 days # no substitutes accepted

Item	Item Description Delivery Date	Material No. Vendor Item No.	Qty. UOM	Unit Price	Net Price
1	ESSER Contracted Svcs - Manny Alvarado Delivery Date: 05/04/2023-05/04/2023 Requestors: Polly Yero / Eduardo Hernandez ***** Send Invoices to: Miami-Dade County Public Schools 13135 SW 26 Street Miami, Florida 33175 ITS_Contractors@dadeschools.net ***** NOTE: All invoices must reference, the single appropriate M-DPS Purchase Order number. NOTE: M-DCPS timesheets must accompany invoices in order for payment to be processed. NOTE: M-DCPS will not pay overtime rates. All hours will be paid at the contracted rate. ***** REF: ESSER Contracted Services Web Application Programmer REF: Project Start Date: Immediately REF: Estimated Period of Coverage: 05/01/2023 - 09/30/2024 ***** REF: RFQ-CCS-365 Miami-Dade County Public Schools 9000371514		1 AU	\$66,048.00	\$66,048.00



Item	Item Description Delivery Date	Material No. Vendor Item No.	Qty. UOM	Unit Price	Net Price
	***** Total: \$262,656.00 ***** The Web Applications Programmer will work with user personnel to define pertinent specification for website's dynamic behavior data manipulation and storing. Performing program database backend design, web coding and other tasks from general directions. To specify the required logical interface and logic flow between databases, software programs or other processes. define and correct operational difficulties encountered in executing software programs and/or applications on the internet. Assist and communicate effectively at the team level. Implementing Weekly Briefings and Online Students registration Systems.				
2	Line 1 Cont. Delivery Date: 05/04/2023-05/04/2023		1 AU	\$196,608.00	\$196,608.00
	Total				\$262,656.00

PO 7 (IT Business Systems Analyst)

 SOUNDTRANSIT	<h2>TASK ORDER</h2> <p>IT TEMPORARY CONTRACTOR SERVICES</p>	TASK ORDER No.	PURCHASE ORDER No.	CONTRACT No.
		TO 14	209980 OD	RP 0116-22C

This Task Order is issued by the Central Puget Sound Regional Transit Authority ("Sound Transit") to the [Contractor/Consultant] listed below. Assuming this Task Order is signed by the [Contractor/Consultant] without modification of any kind, it shall constitute a binding legal agreement between Sound Transit and the Contractor. The terms of this Task Order No. 14 are as follows:

1. [Contractor/Consultant]. This Task Order is being issued to Tryfacta, Inc ("Contractor/Consultant") under Contract referenced above (the "Contract").
2. **Period of Performance.** The Period of Performance for the services subject to this Task Order shall begin on January 2nd, 2024, and end on or before May 15th, 2024. The Period of Performance for this Task Order may be amended at the sole discretion of Sound Transit via written consent by authorized Sound Transit personnel.
3. **Scope of Work; Deliverables.** Find Appendix A for detailed Scope of Work and Deliverables.
4. **Price; Compensation; Overtime.** All work shall be completed by the [Consultant/Contractor] at the price/rates provided in the table below, with hours incurred itemized as listed below on any invoice. *Under no circumstance(s) is* the [Consultant/Contractor] authorized to modify the work described in this Task Order or exceed the following hours and/or cost for work performed under this Task Order without written consent from authorized Sound Transit personnel. Consultant shall bill for all service hours provided under this Task Order; however, hours billed at an overtime rate must be expressly authorized via written approval by authorized Sound Transit personnel.

The [Contractor/Consultant] is hereby informed that Sound Transit shall have no obligation to provide or remit compensation to the [Contractor/Consultant] for any work that the [Contractor/Consultant] provides beyond the scope of this Task Order and any modification(s) hereto.

#	ASSIGNMENT	ESTIMATED HOURS	WAGE RATE (USD)	MARK UP (%)	BILLABLE HOURLY RATE (USD)	EXTENDED AMOUNT (USD)
1	Senior IT Business Systems Analyst	760	\$90.31	35%	\$121.91	\$92,651.60
2				0	\$0	\$0
MAXIMUM COMPENSATION UNDER THIS TASK ORDER						\$92,651.60

Task Order No. 14

Contract No: RP 0116-22C

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By signing below Sound Transit and the Consultant acknowledge that this Task Order is issued under the provisions of the above referenced Contract and are subject to the Contract terms and conditions. All rights and obligations of the parties are subject to and governed by the Contract, including any subsequent modifications incorporated herein. Where there are conflicts between this Task Order and the Contract, the Contract prevails. Nothing in this Task Order may change the terms and conditions of the Contract. Modifications to the Contract must be through a written Modification and signed by both parties.

The authorized personnel signing below warrant and represent that they are vested with the authority to execute this Task Order.

CONSULTANT:		TRYFACTA, INC		SOUND TRANSIT	
ADDRESS:	0900 N.E. 4TH STREET, SUITE 2300, BELLEVUE, WA 98004	ADDRESS:	UNION STATION 401 SOUTH JACKSON STREET SEATTLE, WA 98104-2826		
<i>Adesh Tyagi</i> <small>Adesh Tyagi (Dec 6, 2022 7:21:18 PST)</small>		<i>Ashlynn M. Dawson</i> <small>Ashlynn M. Dawson (Dec 7, 2023 08:08 PST)</small>		12/06/2023	12/07/2023
<i>(Signature)</i>		<i>(Signature)</i>		<i>(Date)</i>	
PRINT NAME	ADESH TYAGI	PRINT NAME	ASHLYNN DAWSON		
TITLE:	PRESIDENT	TITLE:	DIRECTOR – IT APPLICATIONS		
Sound Transit's Authorized Representative and the Consultant's Project Manager are responsible for and shall be the contact person for all communications/billings regarding performance of this Task Order.					
CONSULTANT			SOUND TRANSIT		
PROJECT MANAGER:	AVINASH V	AUTHORIZED REPRESENTATIVE:	KEVIN KRAMER		
ADDRESS:	0900 N.E. 4TH STREET, SUITE 2300, BELLEVUE, WA 98004	Address:	401 S JACKSON ST SEATTLE, WA 98104		
TELEPHONE No.:	313-261-5889	TELEPHONE No.:	206-903-7815		
E-MAIL:	SOUNDTRANSIT@TRYFACTA.COM	E-MAIL:	KEVIN.KRAMER@SOUNDTRANSIT.ORG		

Task Order No. 14

Contract No: RP 0116-22C

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PO 8 (Programmer)



Southern California Regional Rail Authority
 900 Wilshire Blvd, Suite 1500
 LOS ANGELES, CA 90017

VENDOR: TRYFACTA, INC.
 4637 CHABOT DRIVE, SUITE 100
 PLEASANTON, CA 94588
 Attn:

STANDARD PURCHASE ORDER

PURCHASE ORDER NO. SP542F-21-028	REVISION 0	Page 1 of 1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		
SHIP TO 900 Wilshire Blvd Suite 1500 Los Angeles, CA 90017		
BILL TO Southern California Regional Rail Authority ATTN: SCRRRA Accounts Payable 900 Wilshire Blvd, Suite 1500 LOS ANGELES, CA 90017 REF: PO NO: SP542F-21-028		
TO ENSURE PAYMENT THIS PURCHASE ORDER MUST APPEAR ON THE INVOICE. INVOICES THAT DO NOT REFERENCE THIS PURCHASE ORDER NUMBER WILL BE RETURNED WITHOUT PAYMENT		

TERM: 23-SEP-2024 - 30-MAY-2025	VENDOR: 312339	DATE OF ORDER/BUYER: 09-SEP-2024/ M COUSART	REVISED DATE/BUYER:			
FREIGHT TERMS FREE FREIGHT	SHIP VIA		F.O.B DESTINATION			
PAYMENT TERMS NET 30	REQUESTOR/DELIVER TO GARY, NICHOLAS		TELEPHONE/FAX (408) 893-5500			
ITEM	SUPPLIER ITEM/PART/DESCRIPTION	DELIVERY DATE	QTY	UOM	UNIT PRICE	TOTAL AMOUNT

Seller shall invoice SCRRRA for the materials/services shipped or performed in the purchase order/contract as specifically described herein. Taxes are invoiced and paid only on the value of materials/goods.

All invoices shall reference this purchase order number as well as the specific line number(s). Any invoice not designating the purchase order and line number(s) may be returned to the seller without payment.

Submit invoices via e-mail to accountspayable@scrra.net to ensure prompt payment

1.1	//CTO 028 PTC PROGRAMMER SW DEVELOPER - GREGORY RANGEL SHIP TO: 900 Wilshire Blvd Suite 1500 Los Angeles, CA 90017		164000	USD	\$1.00	\$164,000.00
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TOTAL	\$164,000.00
Approved by Agent: MINIX, CYNTHIA Date: 09-SEP-2024	Contact Person: MELISSA COUSART Email: CousartM@scrra.net Phone: 213-452-0207

PO 9 (Service Desk Tech)

	TASK ORDER IT TEMPORARY CONTRACTOR SERVICES	TASK ORDER No.	PURCHASE ORDER No.	CONTRACT No.
		TO 08	209581 OD	RP 0116-22C

This Task Order is issued by the Central Puget Sound Regional Transit Authority ("Sound Transit") to the [Contractor/Consultant] listed below. Assuming this Task Order is signed by the [Contractor/Consultant] without modification of any kind, it shall constitute a binding legal agreement between Sound Transit and the Contractor. The terms of this Task Order No.08 are as follows:

- [Contractor/Consultant]. This Task Order is being issued to Tryfacta, Inc ("Contractor/Consultant") under Contract referenced above (the "Contract").
- Period of Performance.** The Period of Performance for the services subject to this Task Order shall begin on November 16th, 2023 and end on or before May 14th, 2024. The Period of Performance for this Task Order may be amended at the sole discretion of Sound Transit via written consent by authorized Sound Transit personnel.
- Scope of Work; Deliverables.** Find Appendix A for detailed Scope of Work and Deliverables.
- Price; Compensation; Overtime.** All work shall be completed by the [Consultant/Contractor] at the price/rates provided in the table below, with hours incurred itemized as listed below on any invoice. *Under no circumstance(s)* is the [Consultant/Contractor] authorized to modify the work described in this Task Order or exceed the following hours and/or cost for work performed under this Task Order without written consent from authorized Sound Transit personnel. Consultant shall bill for all service hours provided under this Task Order; however, hours billed at an overtime rate must be expressly authorized via written approval by authorized Sound Transit personnel.

The [Contractor/Consultant] is hereby informed that Sound Transit shall have no obligation to provide or remit compensation to the [Contractor/Consultant] for any work that the [Contractor/Consultant] provides beyond the scope of this Task Order and any modification(s) hereto.

#	ASSIGNMENT	ESTIMATED HOURS	WAGE RATE (USD)	MARK UP (%)	BILLABLE HOURLY RATE (USD)	EXTENDED AMOUNT (USD)
1	Service Desk Tech I	1040	\$34.67	35%	\$46.81	\$48,682.40
2				0	\$0	\$0
MAXIMUM COMPENSATION UNDER THIS TASK ORDER						\$48,682.40

Task Order No. 08

Contract No: RP 0116-22C

Page 1

PO 10 (Programmer)



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, TX 75266-0163
214-749-3278

May 31, 2023

Arman Dhar
Account Manager
Tryfacta, Inc.
5851 Legacy Circle, 6th Floor
Plano, TX 75024

via email: RFP@tryfacta.ai

Re: DART Contract No. 2064418-02, IT Staff Augmentation
Subject: Notice to Proceed, Task Order 3, Programmer/Developer – Modification 1

Mr. Dhar:

This letter shall modify Task Order 3 with Onyebuchi Emmanuel Okekeocha. The modification shall increase the total hours from 1,000 to 2,00, an increase of 1,000 hours.

The temporary staff and hours associated with this task order shall be:

Job Title	Category	Hours	# of Employees	Rate	Total
Programmer/Developer - Expert	Operations	1,000	1	\$105.60	\$105,600
Modification 1		1,000		\$105.60	\$105,600
Not to Exceed Total					\$211,200

All timesheets or reports associated with this Task Order shall be attached to the invoices(s) and submitted to apinvoices@dart.org

Cordell Hudson is the Contracting Officer's Representative for this contract and shall be your day-to-day contact in relation to technical matters. All technical reports and deliverables shall be submitted to Cordell Hudson for approval with copies to the Contracts Specialist, Barry Pierce.

Please acknowledge your concurrence with the stated terms of this Task Order in the space provided below and return this letter to the attention of Barry Pierce via email at bpierce@dart.org.

Should you require additional information, please contact Barry Pierce.

Regards,

Daniel Marti

Daniel Marti
Contracting Officer

Acknowledgement:

Arman Dhar

Arman Dhar
Account Manager

6/5/2023

Date

CONTRACT MANAGER

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

Revised 12/12/2017

FEDERAL FUNDS 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: Tryfacta Inc.

By: _____

By: Arman Dhar

Printed Name: _____

Printed Name: Arman Dhar

Title: _____

Title: Account Manager

Date: _____

Date: Oct 28, 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: Tryfacta Inc.

Signature: _____

Signature: 

Title: _____

Title: Account Manager

Date: _____

Date: Oct 28, 2024

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 23

BY Patrick Morrissey
Attorney General

APPENDIX A

Appendix A

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

Tryfacta Inc.

Name of Associate: _____

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.

DIVERSITY CERTIFICATE

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

MBE Certified by:

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

WBE Certified by:

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

SBE/SLEB Certified by:

- Small Business Administration
- Metropolitan Washington Airports Authority
- Alameda County
- Los Angeles County
- King County Business Development & Contract Compliance
- North Central Texas Regional Certification Agency
- South Central Texas Regional Certification Agency
- Maryland Department of Transportation (MDOT)

DBE Certified by:

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

Small and Women-Owned Business Certification by SBA



U.S. Small Business
Administration

www.sba.gov/wosbready

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

4/11/2024

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

Dear Ratika Tyagi:

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

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

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

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

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

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

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

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

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

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

Wishing you much success!

Sincerely,



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



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

2

ABE, MBE, SBE and WBE Certification by SCTRCA

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

Tryfacta, Inc.

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

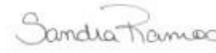
***ABE MBE SBE WBE**

Certified NAICS Codes

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



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



Sandra Ramos
Executive Director

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

MBE Certification Western Regional Minority Supplier Development Council (WRMSDC)

THIS CERTIFIES THAT

Tryfacta, Inc.
dba Tryfacta, Inc.



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

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

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

05/24/2023	WR01877
_____ Issued Date	_____ Certificate Number
08/31/2024	
_____ Expiration Date	_____ Cecil Plummer, President

Ying McGuire
NMSDC CEO and President

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

Certify, Develop, Connect, Advocate.

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

DBE/SBE Certification Maryland Department of Transportation (MDOT)



Wes Moore
Governor
Anissa Miller
Lieutenant Governor
Paul J. Winkfield
Secretary

June 15, 2023

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

Dear Ratika Tyagi:

CERTIFICATION NO. 23-334

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

NAICS Code - NAICS Industry Title

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

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

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

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

Page 2
Tryfacta, Inc.

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

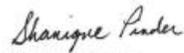
In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, *eMaryland Marketplace Advantage (eMMA)*. Visit www.procurement.maryland.gov to learn more.

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

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

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

Sincerely,



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

cc: Sabrina Bass, Director
Office of Minority Business Enterprise

OMBE File

SLBE Certification Metropolitan Washington Airports Authority (Airports Authority)

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



January 19, 2023

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

Certification Number: LD20360816

Certification Expiration Date: January 19, 2026

Dear Ms. Tyagi:

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

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

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

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

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

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

NAICS Codes and Descriptions

NAICS 541511: CUSTOM COMPUTER PROGRAMMING SERVICES

NAICS 561320: TEMPORARY HELP SERVICES

NAICS 561330: PROFESSIONAL EMPLOYER ORGANIZATIONS

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

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

Sincerely,

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

Cedric Kinlow
Technology and Compliance Manager
Department of Supplier Diversity

CK:js

MWBE Certification Santa Clara Valley Transportation Authority (VTA)

October 18, 2021

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

File Number: 165

Dear Ms. Ratika Tyagi:

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

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

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

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

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

Sincerely,

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

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

DBE Certification Virginia Department of Small Business and Supplier Diversity

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