THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "Master Agreement") is entered into by and between The Cooperative Council of Governments, Inc. ("CCOG"), the Tryfacta, Inc. ("Winning Supplier"), And Equalis Group ("Equalis Group"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be

determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. <u>Supplemental Agreements</u>. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services ("**Customer Agreement**"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing

a. <u>Not-To-Exceed Pricing</u>. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. <u>Pricing Adjustments</u>. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. <u>Rates & Charges</u>. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

2.4. <u>The Term</u>. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the <u>Master Agreement Signature Form</u> (the "Effective Date"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the <u>Master Agreement Signature Form</u> (the "Termination Date") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "Initial Term"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "Renewal Term") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "Extended Term"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "Term."

2.5. Formation of Contract

a. <u>Bidder Contract Documents</u>. CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. <u>Entire Agreement</u>. This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire

agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. <u>Modification</u>. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. <u>Assignment</u>. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. Order of Precedence.

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Bidder's proposal and all attachments thereto.

2.6. <u>Confidentiality</u>.

a. <u>Obligation</u>. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided

that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. <u>Indemnification</u>. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("Indemnified Parties") against all claims, damages, losses and expenses ("Claims") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("Losses").

2.8. <u>Winning Supplier Insurance</u>. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. <u>Termination Rights</u>. The Parties shall have the termination rights set forth below.

a. <u>Insolvency.</u> If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. <u>Mutual Consent</u>. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. <u>Breach</u>. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. <u>Effects of Termination</u>. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. <u>Audit of Winning Supplier</u>. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.</u>

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. <u>Notices</u>. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("Notice") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. <u>Addresses for Notices</u>. Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

- i. If to **CCOG**:
 - The Cooperative Council of Governments, Inc. Attn: Board President 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139 Facsimile: 440.337.0002
- If to EQUALIS:

ii.

Equalis Group, LLC. Attn: Eric Merkle, SVP 5550 Granite Parkway, Suite 298 Plano, Texas 75024 **2.14.** <u>Waiver</u>. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. <u>Governing Law; Invalidity</u>. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. <u>No Third-Party Beneficiaries; Survival of Representations</u>. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. <u>Execution in Counterparts</u>. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in <u>Section 4112.01</u> of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



Proposal Form 1: Technical Proposal

OVERVIEW & QUALIFICATIONS

Company Information					
Company Name:	Tryfacta, Inc.				
Corporate Street Address:	4637 Chabot Drive, Suite 100, Pleasanton, CA 94588				
Website:	https://www.tryfacta.com/				
Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	 March 11, 1996, we have provided services for the last 27 years to government and commercial clients across the United States. Our company was previously known as Systems America, Inc. We changed our name in 2018 from Systems America, Inc. to Tryfacta, Inc. 				
Primary Point of Contact.	Contact Name:	Arman Dhar			
Provide information	Title:	Account Manager (VP of Operations)			
about the Bidder	Phone:	925-640-3641 & 408-893-5500			
representative/contact person authorized to	E-Mail Address:	rfp@tryfacta.com			
answer questions					
regarding the proposal					
submitted by your					
company:					
Authorized	Contact Name:	Arman Dhar			
Representative. Print or	Title:	Account Manager (VP of Operations)			
type the name of the	Phone:	925-640-3641 & 408-893-5500			
Bidder representative					
authorized to address	E-Mail Address:	rfn @tn fasta sam			
contractual issues,	E-IVIAII AUULESS:	rfp@tryfacta.com			
including the authority to					
execute a contract on					
behalf of Bidder, and to whom legal notices					
regarding contract					
termination or breach,					
should be sent (if not the					
same individual as in					
1.1.9., provide the					
following information on					
each such representative					
and specify their					
function).					



Financial Strength & Legal Considerations	
FinancialStrength.Demonstrateyourfinancialstrengthandstabilitystabilitywithmeaningfuldata.Thiscouldinclude,butisnotlimitedtosuch	Tryfacta, Inc. is proud to demonstrate its strong financial strength and stability through meaningful data. In 2022, our organization experienced remarkable growth, achieving a sales growth of 400% compared to the previous year. This significant increase showcases our ability to generate substantial revenue and expand our market presence.
items as financial statements, SEC filings, credit & bond ratings, letters of credit, and	Tryfacta, Inc. holds a distinguished D&B (Dun & Bradstreet) rating of 4A1 to establish our financial credibility further. This rating signifies high credit worthiness and financial stability, reflecting our solid standing within the industry.
detailed refence letters. Note : If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response.	Moreover, in 2022, we successfully deployed and transitioned over 3,600 resources across the United States. This showcases our operational capacity and ability to handle large-scale projects effectively. Additionally, we managed payroll for over 4,000 resources, demonstrating our commitment to meeting workforce demands and efficiently managing financial obligations.
Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	N/A
Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	N/As
Industry Qualifications	
Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Tryfacta, Inc. is a national staffing service provider company . We have gained over two and half decades of experience in providing staffing services to government and commercial clients across the United States.



Tryfacta, Inc. is an ISO 27001:2022, ISO 20000-1:2018 and ISO 9001:2015 Certified company incorporated in Delaware on March 11, 1996; Tryfacta has gained over 27 years of extensive experience providing staffing services to over 235+ government and commercial clients on diverse platforms from our 45+ offices located in the United. Since our inception, we have successfully acquired, managed, and delivered many projects and provided thousands of resources on diverse platforms. We have productively handled and completed projects and benefited our clients by providing services with the skill sets per their requirements. Last year, Tryfacta recruited and placed around 3,600 temporary staff and managed the payroll for more than 4,000 temporary staff with multiple states, local government, and commercial clients. We

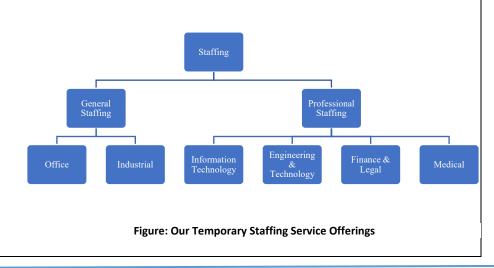
support both public and private sector firms with the staffing of temporary professionals. We execute and deliver on all staffing needs while adhering to ethical standards that focus on professionalism,

transparency, and equal opportunity. As a Temporary Staffing Services partner, we traverse the status qualification and go beyond traditional sourcing, vetting, and validating the right temporary talent for our clients.

Highlights

- 27+ years of experience as a Staffing and Consulting Service Provider company.
- 235+ Government and Commercial Clients.
- Head Office is in Pleasanton, California.
- MBE, WBE, DBE Certified Company.
- ISO 27001:2022, ISO 20000-1:2018 and ISO 9001:2015 Certified company
- Delivered over 11,000 contract hires and over 5,000 Full Time/Direct hires to various clients.
- Internal Resume Database of 5.3 + Million qualified professionals.
- 97.5% customer satisfaction rate.
- The minimum turnover ratio in the industry
- DUNS credit rating of 4A1.
- Project Completion Rate of over 98%
- Dedicated Support Team 24X7.

Tryfacta is an **MBE/WBE/SBE/ DBE Certified** organization that provides temporary staffing services to various State, Local & Fortune 500 Commercial clients across the United States. Since its Inception, Tryfacta has been leveraging its strong industry domain knowledge to serve clients in various industry sectors, including **IT, Non-IT, Administrative & Healthcare Government Agencies**. Tryfacta has developed industry-specific solutions-oriented accelerators that help clients innovate faster and stay ahead while achieving goals for their customers, employees, and partners. Below, we have showcased our specialization in providing temporary staffing resources.





Manufacturer	N/A
Authorization. If your	
company is best described	
as a	
distributor/dealer/reselle	
r (or similar entity), please	
certify that your	
organization is authorized	
to sell on behalf of the	
products and services you	
represent.	
Authorized Distributors,	N/A
Agents, Dealers, or	,
<i>Resellers</i> . Describe the	
different channels in	
which this contract will be	
made available to Equalis	
Group Members. Your	
response should include,	
but is not limited to,	
whether your	
organization will serve as	
the single point of sale or	
if the contract will be	
made available through a	
network of distributors,	
agents, dealers, or	
resellers.	
resellers.	
NOTE: Bidders intending	
to authorize distributors,	
agents, dealers, or	
resellers must complete	
Proposal Form 7 - Dealer,	
Distributor and Reseller	
Authorization Form.	
Network Relationship. If	We are a national staffing service provider company. Currently providing staffing
your company is best	services in multiple verticals including but not limited to IT, Non-IT, Admin, Healthcare
described as a	etc. In 2022, we deployed over 3600+ resources and run a payroll of 4,000+ resources
manufacturer or service	in multiple domain positions.
provider, please describe	
how your dealer network	We are providing staffing services as per our client's request.
operates to sell and	
deliver the Products &	
Services proposed in this	
RFP. If applicable, is your	
network independent or	
company owned?	
Industry Experience. How	We have been providing staffing services in all verticals (IT, Non-IT, Healthcare, etc.)
long has your company	for the last 27 years. We generated 100% of our revenues from the staffing services
provided the products	only.
and services outlined in	
Tryfacta Inc. (MBE WBE and	d DBE Certified Staffing Company) Page 7



your response to this				
RFP? What percentage of				
your company's revenue in each of the last three				
(3) full calendar years was				
generated from these				
products and services?				
Geographic Reach.	Tryfacta, Inc. is p	providing staffing services to over 27 years across the United States.		
Describe your company's	We are capable t	o provide services across the United States. Below, we have included		
service area in the United		ess and government clients' names to showcase our geographic		
States and which areas	presence across t	he United States.		
you intend to offer	0 ("			
services under a resulting contract if awarded.		s the United States: Below, we have added address of our local offices		
contract if awarded.	across the states	as per the time zones.		
	Eastern Time Zor	e Office Locations: Below ,we have added our office addresses in		
	central time zone			
	Maryland	6340 Security Blvd Baltimore, MD, 21207		
	Maryland	5000 Thayer Center, Ste. C, Oakland, MD 21550		
	North Carolina	301 McCullough Drive, 4th Floor, Charlotte, NC 28262		
	Georgia	3330 Cumberland Blvd. Suite 50, Atlanta, GA 30339		
	Florida	4851 Tamiami Trail N STE 200, Naples, FL 34103		
	Florida 201 South Biscayne Blvd, 28th Floor, Miami, FL 33131			
	Virginia	1655 Fort Myer Drive Suite 700, Arlington, VA 22209		
	Delaware	1209 Orange St, Wilmington, DE, 19801		
	New Jersey	115, Route 46 West, Building F, Mountain Lakes, NJ 07046		
	New York	1501 Broadway, 12th Floor, New York, NY 10036		
	Kentucky	212 N. 2nd Street, STE 100, Richmond, Kentucky, 40475		
	West Virginia	110 James St., Hinton, WV 25951		
	South Carolina	6650 Rivers Ave. STE 100, Charleston, SC 29406		
	Ohio	6545 Market Ave N, Suite 100, North Canton, OH 44720		
	Mississippi	270 Trace Colony Park Ste B Ridgeland, MS 39157		
	Michigan	220 West Congress St. Second Floor, Detroit, MI, 48226		
	Michigan	2025 S Washington Ave, Suite 320, Lansing, MI 48910		
	Washington DC	1300 I St NW, Suite 400E, Washington, DC 20005		
	Florida	2994 Oakbrook Drive, Weston, FL 33332		
	Florida	1645 Palm Beach Lakes Blvd. Suite 1200, West Palm Beach, FL, 33401		
	Indiana 1050 Production Rd, Ground Floor, Fort Wayne, IN 46808			
	New Mexico 4801 Lang N.E., Suite 110 Albuquerque, NM, 87109			
	North Carolina 8601 Six Forks Rd, Suite 400 Raleigh, NC 27615			
	Central Time Zone Office Locations: Below ,we have added our office addresses in central time zone.			
		Wacker Dr 22nd Floor, Chicago, IL 60606		
		1 Park Ave, STE 1300, Oklahoma City, OK 73102		
		Church St, Suite 2000, Nashville, TN 37219		



Texas	5851 Legacy Circle, 6th Floor, Plano, TX 75024	
lowa	315 E 5th St, STE 202, Waterloo, IA, 50703, USA	
Arkansas	700 South Street, STE 100, Mountain Home, AR 72653	
Texas	20507 Fertile Valley Ln, Richmond, TX, 77407	
Texas	5900 Balcones Drive Suite 100 Austin, TX 78731	
Minnesota	1660 S. Highway 100, STE 500A, St. Louis Park, MN 55416, USA	

Mountain Time Zone Office Location: Below ,we have added our office addresses in Mountain Time Zone.

Utah	2825 E. Cottonwood Parkway Suite 500, Salt Lake City, UT, 84121
Colorado	1942 Broadway Street, Suite314C, Boulder, CO 80302, United States
Colorado	2590 Welton St Ste 200 Denver, CO 80205

Pacific Time Zone Office Location: Below ,we have added our office addresses in Pacific Time Zone.

California	4637 Chabot Dr, Suite 100 Pleasanton, CA 94588
California	515 South Flower Street, 36th Floor, Los Angeles, CA 90071
California	1 Embarcadero Center, Suite 1510, San Francisco, CA 94111
California	402 W Broadway Ste 2800 San Diego, CA 92101.
California	1851 E First St #900, Santa Ana, CA 92705
California	2 N Market St, Suite 400 c, San Jose, CA 95113
Nevada	6671 South Las Vegas Boulevard Enterprise, Building D, Las Vegas, NV 89119
Nevada	200 S Virginia St, 8th Floor, Reno, NV 89501
Washington	10900 N.E. 4th Street, Suite 2300, Bellevue, WA 98004
Oregon	5305 River Rd N, STE B Keizer, OR, 97303, USA
California	1500 Palma Drive, 2nd Floor, Ventura, CA, 93003
California	862 E Hospitality Ln, Suite 325C, San Bernardino, CA 92408

Our government clients across the United States: Below, we provided a partial list of our active government client across the United States.

State	Client	Contract Title
AR	University of Arkansas at Little Rock	Temporary Staffing Services
AR	Arkansas Department of Human Services	Certified Nursing Assistance (CNA)
AZ	Arizona State University	Recruiting/Staffing Management Services
AZ	Maricopa County	Temporary Medical Personnel
AZ	City of Glendale	Technical Recruiting for IT
AZ	Pinal County	Public Health Staffing
CA	BART San Francisco Bay Area Rapid Transit District	Temporary Help Services
CA	Santa Clara Valley Water District	Temporary Worker Agency and Payroll Service
CA	County of Alameda	Auxiliary Temporary Agency Services
CA	County of Alameda	Application Development and Maintenance Services
CA	Alameda County Water District	Temporary Staffing Services
CA	Port of Long Beach	On-Call Information Technology



Project: Staffing Services Ref. #: COG-2148

CA	County of Santa Clara	IT Professional Services and Healthcare IT Professional Services		
CA	San Bernardino County	IT Staffing		
CA	San Bernardino County	Temporary Help Services		
CA	County of San Diego	Temporary Professional Staffing Services		
CA	City and County of San Francisco			
	, ,	Personnel Services		
CA	City and County of San Francisco	As-Needed, Temporary Traveling Nurse		
		Registry Personnel		
CA	Alameda-Contra Costa Transit District	Temporary Agency Services		
CA	County of Ventura	Temporary Staffing Services		
CA	County of Santa Clara Health System	Travel Nurse Staffing Services		
CA	County of Santa Clara Health System	Temporary Health Provider Staffing Services		
CA	City of Milpitas	On-Call Temporary Personnel Services		
CA	County of Sonoma	Technical Staffing and Consulting Services		
CA	County of Sonoma	Temporary Agency Staffing Services		
CA	County of San Mateo	Contingency Staffing		
CA	County of Los Angeles	As-Needed Temporary Personnel Services		
	Department of Public Health			
CA	Judicial Council of California	IT Consulting Managed Services		
CA	County of Orange	Temporary Help Services		
CA	City of Sunnyvale	Professional Technical Staffing		
CA	Metropolitan Water District of Southern CA	Skilled/Technical Temp Labor Staffing		
CA	SCRRA Metrolink	IT Technical Support Services		
CA	Fresno Housing Authority	Temporary Staffing and Direct Placement Services		
CA	Inland Empire Health Plan	Direct and Temporary Staffing Services		
CA	Santa Clara Valley Transportation Authority_VTA	Temporary Personnel Services		
CO	Aims Community College	Temporary Employment Services		
DC	Metropolitan Washington COG	IT Staff Augmentation Services		
DC	WMATA	MD, PA, NP and RN Services		
DE	New Castle County	Information Technology Services		
FL	Miami-Dade County	Contract Employee Services		
FL	Miami-Dade County Public Schools	IT Staff Augmentation Services		
FL	DMS Florida	IT Staff Augmentation		
FL	University of Central Florida	Temporary Labor Services		
FL	Manatee County	Temporary Employment Services		
FL	Orange County Public Schools	Temporary Staffing Services		
GA	DeKalb County School District	Temp Staffing Services		
IA	University of Northern Iowa	Temporary Healthcare Workers		
IL	Regional Transportation Authority	IT Staff Augmentation		
IL	Illinois Public Higher Education	Temporary Staffing Services		
	Cooperative			
IL	City Colleges of Chicago	Salesforce, BI & Web Development and		
	, , , , , , , , , , , , , , , , , , , ,	Design Staff Augmentation Services		
IL	State Employees' Retirement System	Information Technology		
		Professional Services		
IN	City of Fort Wayne	Temporary Employment Services		
KS	State of Kansas	Temporary Nursing		
KS	Kansas Department of Administration	Temporary Staffing Services		

Project: Staffing Services Ref. #: COG-2148



KY Commonwealth of KY Temporary Labor Services KY Commonwealth of KY Medical Staffing Services LA Louisiana Department of Health (LDH) On-Site Direct Nursing Care Services LA Louisiana Department of Health (LDH) On-Site Direct Nursing Care Services LA Louisiana Department of Health Emergency Temporary Medical Staffing Services MA EOHHS Temporary Medical Staffing Services MD Baltimore County Public Schools Technology Support Staffing Services MD Baltimore County Public Schools Information Technology Staffing Services MI State of MI_Department of Technology, Management and Budget Temporary Staffing Services - Statew MN State of Minnesota MNSITE Minnesota Seeking IT Expertise MN Ramsey County Temporary Staffing Services	fing s	
LALouisiana Department of Health (LDH)On-Site Direct Nursing Care ServicesLALouisiana Department of HealthEmergency Temporary Medical StaffMAEOHHSTemporary Medical Staffing ServicesMDBaltimore County Public SchoolsTechnology Support Staffing ServicesMDBaltimore County Public SchoolsInformation Technology Staffing ServicesMIState of MI_Department of Technology, Management and BudgetTemporary Staffing Services - StatesMNState of Minnesota MNSITEMinnesota Seeking IT Expertise	fing s	
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MN State of Minnesota MNSITE Minnesota Seeking IT Expertise	vices	
	vide	
MN Ramsey County Temporary Staffing Services		
MN City of Minneapolis City Wide Master Contract - Temp S Svcs	taffing	
	vices 8 oplicatior	
MO State of Missouri Statewide Temporary Professional N Services	Vedical	
MO St. Louis Public Schools District-Wide Temporary Staffing Se	rvices	
NC Department of Public Safety [NCDPS] Temporary Nursing Services		
NM City of Albuquerque Temporary Personnel Services - REB	ID	
NV IT Tier 1 Professional Services Clark County		
NY NYS Office of General Services (OGS) Administrative Services-Temporary Personnel (Statewide) Personnel (Statewide)	Administrative Services-Temporary	
NY SUNY Upstate Medical University Temporary Clinical Staffing Services	Temporary Clinical Staffing Services	
NY New York Power Authority Contingent Staffing		
NY State University of NY (Stony Brook Temporary Medical Staffing Service: University Hospital)	S	
NY County of Broome Temporary Staffing Services	Temporary Staffing Services	
OH State of Ohio, Department of Veterans Temporary Nursing Staff Services		
OK Oklahoma Department of Veterans Certified Nursing Aide and Certified Affairs Medication Aide Assistant services	Certified Nursing Aide and Certified Medication Aide Assistant services	
OR University of Oregon Temporary Staffing Services		
TX Goodbuy Cooperative Staffing/HR Services		
TX Dallas-Fort Worth International Temporary Staffing Services Airport (Airport)		
TX Tarrant County Staffing Augmentation Services		
TX Tarrant County Temporary Healthcare Personnel		
TX Fort Bend ISD Temporary Staffing Service		
TX Brazoria County Vaccine Administration		
TX Travis County Disaster Health and Medical Staffing	g Service	
TX DIR ITSAC Information Technology Staff Augm	entation	
TX Dallas Area Rapid Transit Staff Augmentation Services		
TX Dallas Area Rapid Transit IT Staff Augmentation	IT Staff Augmentation	
TX Dallas ISD Temporary Labor Services	Temporary Labor Services	
TX City of McAllen Temporary Employment Services		
WA Sound Transit Information Technology Temporary		
Contractor Services		
WI Wisconsin Department of Veterans Geriatric Nursing Services at Vetera	ns'	
WI Wisconsin Department of Veterans Geriatric Nursing Services at Veteral Affairs Homes		



	WV State of West Virginia	Direct Care Staffing Services MT & MLT Travel Staffing	
CertificationsandLicenses.Provideadetailedexplanationoutlining the licenses andcertifications that are i)required to be held, and ii)actually heldactually heldby yourorganization(includingthirdpartiessubcontractorsthat youuse).Has your companymaintainedthesecertificationsonongoingbasis?If not,when and why did yourcompanyloseongongloseanyreferenced certifications?NOTE:Provide copies ofany of the certificates orlicenses included in yourresponseinProposalFormForm5 - Certificationsand Licenses.	 We are MBE, WBE, SBE and DBE Certified by the agencies below. MBE Certified by California Public Utilities Commission DBE Certified by California Unified Certification Program LBCE Certified by Alameda County Transportation Commission MBE WBE Certified by Delaware Office of Supplier Diversity. DBE Certified by The Florida Department of Transportation. IDHR Certified by the State of Illinois MBE Certified by the State of Illinois MBE Certified by the City of Baltimore, Maryland WBE Certified by the City of Baltimore, Maryland WBE Certified by the State of New Jersey DBE Certified by the NYC Department of Transportation M/WBE Certified by the NYC Department of Small Business Services DBE Certified by the State of Tennessee MBE Certified by North Central Texas Regional Certification Agency SBE Certified by North Central Texas Regional Certification Agency SBE Certified by North Central Texas Regional Certification Agency SCTRCA (MBE, SBE, WBE) Certified by South Central Texas Regional Certification Agency SCTRCA (MBE, SBE, WBE) Certified by South Central Texas Regional Certification Agency MWBE Certified by Washington State Office of Minority and Women's Business Enterprises MBE Certified by Western Regional Minority Supplier Development Council DBE Certified by Commonwealth of Virginia DBE Certified by Indiana Department of Transportation. 		
	 I have uploaded copies of these diversity certificates under the Supplemental Information tab on bonfirehub portal. Also, we have below mentioned certificates and uploaded under Supplemental Information tab. ISO 27001:2022 (Information Security Management Systems) ISO 20000-1:2018 (Information Technology Service Management System) ISO 9001:2015 (Quality Management Systems). Apart from the above certificates, we are a JCC certified Healthcare Staffing company. We have uploaded a copy of it under the Supplemental Information tab at bonfirehub portal.		
Public Sector Experience			
Public Sector CooperativeContracts. Provide a list ofthepublicsectorcooperativecontracts(e.g., stateterm	any review of these contracts. Our team is doing marketing from these contracts. Agency Name Contract/ RFP Number		
contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of	Illinois Public Higher Education Cooperative Choice Partners Goodbuy Purchasing Cooperative, TX	IPHEC2309 21/063SG-08 23-24 5J000.	



the last three (3) calendar year. Please exclude information and data associated with Federal or					
GSA contracts <i>Education Success.</i> What is the i) total dollar amount, and ii)	Tryfacta, Inc. is actively providing temporary staffing services to the below mentione education domain clients across the United States.				
percentage of your company's total annual	S. N	State	Contract Number	Client	Contract Title
revenue generated by sales to educational	1)	AR	RA22145387	University of Arkansas at Little Rock	Temporary Staffing Services
institutions (i.e., K-12 schools & school districts	2)	AZ	322301	Arizona State University	Recruiting/Staffing Management Services
and high education)?	3)	СО	RFP#2122-001	Aims Community College	Temporary Employment Services
	4)	FL	ITB-21-020- RU	Miami-Dade County Public Schools	IT Staff Augmentation Services
	5)	FL	2021-03TCSA	University of Central Florida	Temporary Labor Services
	6)	FL	ITB2201024	Orange County Public Schools	Temporary Staffing Services
	7)	GA	RFQ 22-534	DeKalb County School District	Temp Staffing Services
	8)	IA	RFP #Q9458	University of Northern Iowa	Temporary Healthcare Workers
	9)	IL	IPHEC2309	Illinois Public Higher Education Cooperative	Temporary Staffing Services
	10)	IL	RFP #NC2201	City Colleges of Chicago	Salesforce, BI & Web Development and Design Staff Augmentation Services
	11)	MD	CWA-116-23	Baltimore County Public Schools	Technology Support Staffing Services
	12)	MD	CWA-122-23	Baltimore County Public Schools	Information Technology Staffing Services
	13)	МО	RFP#: 025- 2021	St. Louis Public Schools	District-Wide Temporary Staffing Services
	14)	NY	T-505909	SUNY Upstate Medical University	Temporary Clinical Staffing Services
	15)	NY	C011431	State University of NY (Stony Brook University Hospital)	Temporary Medical Staffing Services
	16)	OR	PCS# 440000- 00353-RFP	University of Oregon	Temporary Staffing Services
	17)	ΤX	RFP 21-074JB	Fort Bend ISD	Temporary Staffing Service
	18)	SC	IFB # 520-58- 10-28	School District of Greenville County	Temporary IT Professional Services
	19)	ТХ	RFP #RV- 206117	Dallas ISD	Temporary Labor Services
	-			of our total revenues fro education domain \$4,54	om our education domain clien 9,945.50 FY 2022.
Government Success. What is the i) total dollar amount and ii)			s generated in 7,916,212.00 s		nent agencies. Also, in 2023, v

amount,andii)i)Sales- 37,916,212.00 FY 2022Tryfacta, Inc. (MBE, WBE and DBE Certified Staffing Company)



percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)? <i>Customer References.</i>	ii) 100%. Below, we have provided five t	references.
Provide references of at least five (5) local	Reference #1	
government or educational institution customers for which your company has provided products and services	Customer contact person and their title, telephone number, and email address;	Santa Clara Valley Water District, San Jose, CA 95118 Laurel Hanchett Human Resources Manager 408.630.2882 LHanchett@valleywater.org
 products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	A brief description of the products and services provided by your company;	Tryfacta, Inc. is proud to be a trusted partner of Valley Water, providing temporary employees and payroll services. As one of the district's preferred partners, we offer comprehensive resources to meet their temporary staffing needs across various functional areas. These include Business Administration & Support, Tech & Information Systems, Science, and Engineering. In our collaboration with Valley Water, we successfully onboarded seventy (70) transition temporary workers from the previous supplier, ensuring a smooth and seamless transition of resources. On average, we maintain a total headcount of 300+ Technical and Non-Technical employees to cater to Valley Water's diverse workforce requirements. We effectively service and fulfil various positions to support Valley Water's operations. This includes providing skilled professionals for IT Help Desk & Network Support, various technology streams, HR Administration, Procurement & Inventory Control, Accounting Assistance, Senior Accounting Assistance, Document Control, Office Specialization, Senior Office Specialization, Laboratory Technicians, Engineers, Graphical Information Analysts. With our expertise, we cater to IT and non-IT positions, ensuring that Valley Water has access to highly qualified individuals across different disciplines. This comprehensive approach enables us to support Valley Water in meeting its staffing needs while maintaining efficiency and effectiveness in its operations. By offering a wide range of positions and successfully meeting Valley Water's requirements, Tryfacta, Inc. showcases our ability to provide quality temporary employees and payroll services across various functional areas, contributing to the smooth functioning of Valley Water's operations.
	Customer relationship starting and ending dates; and Notes or other pertinent	July 2017- Current Onboarded seventy (70) Transition temporary workers from
	information relating to the customer and/or the products and services your company provided.	the previous supplier. Running rate of around 65 Technical and Non-Technical employees per month. The total Headcount since 2017 is approximately 300+ Contractors.



Reference	#2
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17 1	Kel: #: 000 2110
Customer relationship starting	Administrator, Systems Designer, Business Analyst, Personal Computer Support Specialist, Principal Engineer (Safety Sensitive), Program Aide (Safety Sensitive), Program Assistant, Program Specialist, Project Manager, Range Master (Safety Sensitive), Recreation Assistant, Safety Officer - Shooting Range (Safety Sensitive), Service Writer, Site Supervisor, Sr. Admin Assistant, Sr. Office Assistant (Safety Sensitive), Supervisor of Monitor (Safety Sensitive), Summer Youth Program Supervisor (Safety Sensitive), System Analyst (Safety Sensitive), Teaching Assistant (Safety Sensitive), Technical Production Specialist (Safety Sensitive). June 2022
and ending dates; and Notes or other pertinent information relating to the customer and/or the products and services your company provided.	 Tryfacta, Inc. scored highest on this contract and was allowed to transfer resources. A. Total transition employees so far - 201 Active / 2 onboarding / 86 in-active B. Total New hires - Active - 145 / 17 onboarding / 133 Inactive. C. Total employees processed so far (A+B) - 584 employees.
Reference #4	
Customer contact person and their title, telephone number, and email address;	Commonwealth Of Kentucky Bob James, MBA Assistant Director Kentucky Department for Public Health Division of Epidemiology and Health Planning 275 East Main Street Frankfort, KY 40621 Email Address: Bob.James@ky.gov Office: 502-564-3418 ext. 4312
A brief description of the products and services provided by your company;	Tryfacta, Inc. is the primary vendor ranked #1 for providing medical staffing services to the Commonwealth of Kentucky. This contract is awarded to 5 companies, among which Tryfacta scores highest and now provides services per the agency's request. This project has a contract value of \$30 million annually for healthcare staffing needs. As of January 2022, we have deployed 240+ healthcare resources on this contract. These resources are providing services on the positions like: Pharmacist, Audiologist, Case Manager, Chemical Laboratory Technician, CMA – Certified Medical Assistant, Dental – CDA, Dentist, Dietitian/Nutritionist, Disability Adjudicator, Disability Claims Examiner, Human Services Worker, Human Services Worker – O.T., Clinical Laboratory Technician, Licensed Vocational Nurse, Licensed Practical Nurse, Medical Assistant, Medical Records Clerk/Coder, MRI Technologist, Nurse Assistant – Certified, Registered, Nurse Practitioner, Occupational Therapist, Paramedic, Pharmacist – Technician, Phlebotomist, Physical Therapist, Physical Therapist Assistant, Physician - General and Family Practice, Physician – Neurologist, Physician (Ophthalmologist, Optometrist, Psychiatrist, Psychologist, Assistant), Radiologic Technologist, Radiology Technician, Registered Nurse, Registered Nurse Supervisor, Respiratory Therapist, Registered Nurse, Social Worker (mental health) – Master's, Speech Pathologist, Temperature Screener, Ultrasound Technologist, Epidemiologist, Vaccine Admin Specialist, Data Quality Specialist, Infection Prevention and Control Specialist, Health



Customer relationship starting	System Admin, Lab Data Specialist, Public Health Staff Assistant, Regional Health Coordinator, Automation Health Administrative Assistant, Immunization Field Representative, Disease Intervention Specialist, Communicable Disease Investigator, Contact Tracer, Epidemiologist, Health Advocate Administrator, Laboratory Scientist, Medical Technologist, Social Support Connector, etc. As per the project requirement, we have qualified multiple other resources throughout the Commonwealth of Kentucky, and as per the need basis, we will submit it for review. After approvals, we will offer the background test result and onboard those resources on this contract. July 2021 to Present
and ending dates; and, Notes or other pertinent information relating to the customer and/or the products and services your company provided.	we have deployed 240+ healthcare resources on this contract
Reference #5	
Customer contact person and their title, telephone number, and email address;	Name: Benita Cox Title: TAP - HR. Office 510-272-6458 x26458 E-mail: Benita.D.Cox@acgov.org
A brief description of the products and services provided by your company;	Tryfacta is the sole and prime vendor for the County of Alameda, one of the San Francisco Bay Area's largest counties with a population of 1.7 million People and home to large metropolitan cities such as Oakland & Berkeley. We have partnered with the Alameda County Registrar of Voters to provide all temporary workers and additionally payrolling services for multiple election cycles in 2021. Recruitment was done in an accelerated time frame. We have completed onboarding in 1 business day, followed by training and orientation by the client. Weekly batches of over 150-200 people throughout the election cycles. Temporary works were sourced and onboarded to the County in 48 hours upon receipt of the new headcount requirement. Positions included: Automated Signature Recognition Staff, Adjudication Clerk, Community Classroom Assistants, Classroom Instructor, Data Entry Analysts., Registration Analysts. Logistics Clerks, Vote Openers, Poll Workers, VBM Ballot Retrieval Drivers, Vote Processor and Counters, Warehouse Logistics Support Clerk, Warehouse Assistants, Payroll Workers were provided in large batches; we had large weekly onboards. Weekly timesheet and payroll runs were provided
Customer relationship starting	June 2021 to Present
and ending dates; and Notes or other pertinent information relating to the customer and/or the products and services your company provided.	We have partnered with the Alameda County Registrar of Voters to provide all temporary workers and additionally payrolling services for multiple election cycles in 2021. Recruitment was done in an accelerated time frame. We have completed onboarding in 1 business day, followed by training and orientation by the client.



Products & Services

PRODUCTS & SERVICES

Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal. Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, information, warranty turnkey capabilities, installation or set-up, training services, maintenance services, or other piece anv of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT.

description along with the products and services included in the <u>Attachment B – Cost</u> <u>Proposal</u> will be utilized to define the overall products and services available under a resulting contract.

This

Tryfacta has been leveraging its strong industry domain knowledge to serve clients in various industry sectors, including **IT**, **Non-IT**, **Administrative & Healthcare Government Agencies**. Tryfacta has developed industry-specific solutions-oriented accelerators that help clients innovate faster and stay ahead while achieving goals for their customers, employees, and partners. Below, we have showcased our specialization in providing temporary staffing resources.

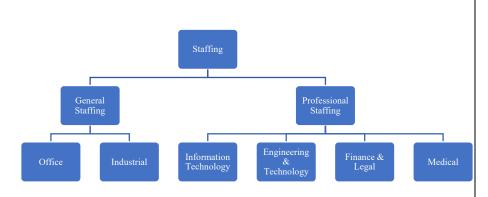


Figure 2: Our Temporary Staffing Service Offerings

We are capable of providing all kinds of resources under the below mentioned Position Category as per our markups.

- 1. Information Technology
- 2. Finance and Accounting
- 3. Educational
- 4. Healthcare
- 5. Skilled Trades
- 6. Hospitality
- 7. Administrative and Clerical
- 8. Marketing and Advertising
- 9. Other.

Below, we have provided a few snapshots to showcase our experience in providing resources for these job positions.

Our similar services experience with the educational institutions: Below, we have included five examples of education institutions' projects where we have provided temporary resources.

Education Domain Project Snapshot #1

The University of Arkansas at Little Rock

Tryfacta, Inc. (MBE, WBE and DBE Certified Staffing Company) Address: 4637 Chabot Drive, Suite 100, Pleasanton, CA 94588 Phone: 925-640-3641 & 408-893-5500 || Email Id: <u>rfp@tryfacta.com</u>

Client Name



Project Duration Number of Resources	Eab 2022 to Dracont
Number of Resources	Feb 2022 to Present
	15 Temporary Resources
 IT Services posit Support/ Service Engineer, Banne Database Adminis Office and Financ Accounts Payable Facilities Manage Worker, Moving V Public Safety posi Event Service pos Ticket Taker, Ush Lighting Technicia Loaders. 	e awarded vendors for providing staffing services for a domain like: ions like Systems Engineer – Systems Administrator, Desktop E Technician, Network Engineer- Network Technician, Firewall Ir Developer- Programmer Analyst, and Oracle Administrator-
	ase Administrator, and Payroll Assistant.
ducation Domain Project Sr	napshot #2
Client Name	The School District of Greenville County, South Carolina
Project Duration	November 2020 to Present
Number of Resources	15 Temporary Resources
	istrators, Client Technologies Technician, Cabling Installers, Cabling
Network Technician, Interr Trainers, Security Analyst,	RCDD, Network Engineer, VOIP Specialist, Network Administrator, net Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application ass Analyst.
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine	net Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application sss Analyst.
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged	net Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract.
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged ducation Domain Project Si	net Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. napshot #3
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged a Education Domain Project So Client Name	het Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. hapshot #3 DeKalb County School District, Georgia
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged : ducation Domain Project Su Client Name	net Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. napshot #3
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged a ducation Domain Project St Client Name Project Duration Number of Resources Project Descriptions: We ar to provide resources for Da developers, Front-end desig	het Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. hapshot #3 DeKalb County School District, Georgia October 2021 to Present
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged a ducation Domain Project St Client Name Project Duration Number of Resources Project Descriptions: We ar to provide resources for Da developers, Front-end desig Management, and Legal on	het Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. 15+ resources on this contract. 15+ resources on this contract. Georgia October 2021 to Present 12+ Temporary Resources re one of the awarded vendors on this contract. We are qualified ta Analytics, Project Managers, Solution Designers, Web gners, Accounting Professionals, Payroll/ Purchasing, Risk this contract. Till now, we have deployed over 12 resources on
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged a ducation Domain Project St Client Name Project Duration Number of Resources Project Descriptions: We ar to provide resources for Dat developers, Front-end desig Management, and Legal on this contract.	het Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. 15+ resources on this contract. 15+ resources on this contract. Georgia October 2021 to Present 12+ Temporary Resources re one of the awarded vendors on this contract. We are qualified ta Analytics, Project Managers, Solution Designers, Web gners, Accounting Professionals, Payroll/ Purchasing, Risk this contract. Till now, we have deployed over 12 resources on mapshot #4
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged a ducation Domain Project Su Client Name Project Duration Number of Resources Project Descriptions: We ar to provide resources for Dar developers, Front-end desig Management, and Legal on this contract. ducation Domain Project Su	het Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. 15+ resources on this contract. 15+ resources on this contract. 12+ Temporary Resources re one of the awarded vendors on this contract. We are qualified ta Analytics, Project Managers, Solution Designers, Web gners, Accounting Professionals, Payroll/ Purchasing, Risk this contract. Till now, we have deployed over 12 resources on hapshot #4 AIMS Community College, Colorado
Network Technician, Interr Trainers, Security Analyst, Consultant, and ERP Busine Till now, we have engaged : ducation Domain Project Sr Client Name Project Duration Number of Resources Project Descriptions: We ar to provide resources for Dat developers, Front-end desig Management, and Legal on this contract. ducation Domain Project Sr	het Web Engineer, Web Designer, Computer Operator, Technical System Software Programmers, Business Analysts, Application iss Analyst. 15+ resources on this contract. 15+ resources on this contract. 15+ resources on this contract. Georgia October 2021 to Present 12+ Temporary Resources re one of the awarded vendors on this contract. We are qualified ta Analytics, Project Managers, Solution Designers, Web gners, Accounting Professionals, Payroll/ Purchasing, Risk this contract. Till now, we have deployed over 12 resources on mapshot #4



Operation Specialist, IT Support Specialist, Legal Assistant, Financial analyst, Database Administrator, and Electrician.

Education Domain Project Snapshot #5

Client Name	St. Louis Public Schools, Missouri	
Project Duration	July 2020 to Present	
Number of Resources	22+ Temporary Resources	

Project Descriptions: This contract was awarded in July 2020 for providing resources in multiple domains for the positions like Counselor, Trainer, Data Warehouse ETL Developer, Data Engineer, IT Support Technician, Plumber, Building Maintenance Technician I, Assistant System Operator, Accounts Payable, Customer Service, Contract Management, Programmer, BI Developer, Developer, Data Analyst, Staff Associate, Advisor 1, Electrician, etc. Till now, we have engaged 22+ resources on this contract.

Other Similar Experiences: Below, we have included ten project examples to showcase our past performance on similar engagements.

Project Snapshot #1

	nt Name	Santa Clara Valley Water District, California
Project Duration Number of Resources		July 2017- Current
		300+ Temporary Resources
Wa ten Teo ano	ter. We are one of the porary staffing needs ir h & Information System	acta provides temporary resources & payroll services district's preferred partners. Additionally, we provide res in the following functional areas: Business Administration & ns, Science, and Engineering. This project was started in oyed over 300+ resources on this contract. The value of th
•		ty (70) Transition temporary workers from the previous s unt of 100 Temporary Employees.
•		he following requirements:
	 Database Admin Associates 	nistrator, Computer Technician, Help Desk & Network
 Business Continu Administrator 		nuity Planning, Security Analyst, Technical Writer,
	 Public Informatio 	on Specialists & Graphic Designers
 Administrative As Specialists 		Assistants, HR Administrators, Assistants, Recruiters
		ngineer, Cloud Engineer, Accounting Assistants & Senior A
	• Document Contro	ollers, Laboratory Technicians
	 Records Analyst, 	Office Specialists & Senior Office Specialists
 Network Architect & CAD Specialists 		cts, Network Engineers, Engineers, Graphical Informations
	 Programmer Ana 	lyst, Application Developer, Business Analyst, GIS Analyst
 Server Engineer, T 		Training Specialist, Web Specialist/Designer
	 Facilities Manage 	ement & Field Coordinators/Technicians



Project Descriptions: This contract started in January 2023 and was awarded to three topqualified vendors for 70+ job categories, including IT and Non-IT positions.

In this contract, Tryfacta, Inc. is a primary vendor. Till now, we have deployed over 144+ resources on multiple positions like Accountant, Administrative Secretary, Voice Engineer, Network Engineer, Office 365 Administrator, Systems Engineer, Risk Assessment Analysis, Auto Equipment Operator, Carpenter, Community Resource Specialist, Computer Technician, Data Entry Specialist, Elections Field Specialist, Administrative Officer, Clerk, Custodial Worker, Maintenance Repairer, Office Support Specialist, Social Worker, Waste Plant Electrician, Senior Forensic Tech, Trash Truck Driver, Waste Collector, etc.

Project Snapshot #3

Client Name	Commonwealth of Kentucky
Project Duration	January 2022 to Present
Number of Resources 247+ Resources	

Project Descriptions: We provide Temporary Staffing services across the Commonwealth of Kentucky to multiple facilities. This project started in January 2022, and till now, we have deployed over 247+ resources for IT and Non-IT positions across the Commonwealth of Kentucky for the position like Software Developer/Engineer, Systems Administrator, Network Administrator, Database Administrator, Application Developer, Cvbersecurity Analyst/Engineer, Web Developer, Mobile Developer, Cloud Architect/Engineer, IT Project Manager, Business Analyst, Technical Writer, Training Analyst, System Administrator, Functional Analyst, Customer Support Specialist, IT Support Specialist/Technician, Quality Assurance (QA) Analyst/Engineer, Data Analyst/Scientist, Artificial Intelligence/Machine Learning Engineer, DevOps Engineer, UX/UI Designer, IT Trainer/Instructor, Technical, Administrative Assistant, Cloud Engineer, Network Architect, Network Engineer, Voice Engineer, Cyber Defense Analyst, Business Continuity Planning, Web Developer, General Service Worker, Senior Administrative Assistant, Parking Attendant, Investigative Liaison, Administrative Assistant, Police Public Records Clerk, Sr. Office Assistant, Crossing Guard, Access Control Technician, Summer Youth Program Supervisor (Safety Sensitive), Kennel Keeper (Safety Sensitive), Veterinarian Assistant (Safety Sensitive), Academy Trainer, Librarian Assistant, Librarian Assistant II, Technical Writer, Assistant Gardener, Fiscal Manager, Event Crew Member (Safety Sensitive), Office Assistant, Library Shelves, Assistant Project Coordinator (Safety Sensitive), Custodian, Range Master (Safety Sensitive), Equipment Operator, Assistant Aquarium Tech, Assistant Zookeeper II, At-Risk Program Manager, Site Supervisor III, Assistant Event Supervisor, Associate Project Coordinator, At- Risk Meals Program Monitor, Associate Project Coordinator II, Supervisor of Monitor (Safety Sensitive), Lead Teaching Assistant, Project Facilitator, Data Interpreter, Head Cashier, etc.

Project Snapshot #4

Fresno Housing Authority, California	
September 2017 – Current	
38+ Temporary Resources	

Project Descriptions: The Authority's IT staff was tasked with application support, bug fixes, and enhancement requests for a suite of 67 custom applications with interfaces to their backend systems. These applications lacked documentation and consistency between platforms, making them complex applications for support, enhancements, or QA. This made it difficult for IT management to estimate the time and effort needed to complete tasks. Additionally, the authority had many new projects critical for future growth, and its IT staff was forced to divide its time between critical new projects and existing support work. This resulted in long delays for application support and insufficient attention to new projects.

Tryfacta assembled and integrated a support team into the client's IT staff. This team of 32 people included six onsite at the client's location and 26 offshore at Tryfacta's office. This had mainframe COBOL, .NET, QA teams, and DBAs.



The team did a complete knowledge transfer in the first two months. Tryfacta's support team now maintains the client's suite of applications, allowing their IT staff to focus on critical projects. The team also handles troubleshooting calls for the applications during off-hours.

Project Scope: Tryfacta is a Preferred Staffing Partner with Authority primarily for Plano, Texas, and other US locations. Typically, candidates in the following areas:

- 0 Programmers, Software Developers, Database Administrators
- 0 Quality Assurance, Scum Masters, Agile Coaches
- Project Managers, Business & Management Analysts, Project Controllers & 0 Schedulers
- Admins & Support Staff and Tech Support Lead 0
- ERP & Inventory Planning Analysts 0
- SharePoint Developers, Administrators & Architects.

Project Snapshot #5

Client Name	City and County of San Francisco, California.	
Project Duration	October 2019 – Current	
Number of Resources	50+ Temporary Resources	

Project Descriptions: The County of San Francisco issued an RFP to enter a contract for the supply of Staffing Agency, Tryfacta, coordinated sourcing screening, fingerprint-based credentialing placement, and billing responsibilities for temporary staffing services at the County.

Despite the fluctuation of staffing requirements for a variety of reasons. We were prepared with our pre-screened and pre-vetted database and successfully fulfilled the conditions as needed. We have also provided resources for "unique" and "difficult to fill" staffing requests.

Tryfacta was able to provide placement for all County temporary staffing needs, including, but not limited to, the following: Administrative Assistant, System Administrator, Functional Analyst, Customer Support Specialist, Training Analyst, Application Developer, Database Administrator, Operation Support Specialist, Business Analyst, Project Coordinator, Developer, Tester, Web Graphic Designer, Accounting Technician, Accountant, Billing Specialist, EHR Analyst, Desktop Support Specialist, Staff Executive, Facilities Maintenance Mechanic, Electronic Technician, Auditor, Network Analyst, Payroll Clerk, Information Technology Analyst, Financial Analyst, Account Administrative Assistant, Customer Service, Application Support Specialist, Network Administrator, Front Desk Agent, Office Manager, Documentation Specialist Administrative Analyst.

Project Snapshot #6		
Client Name	Alameda County, California	
Project Duration	September 2015 – Current	
Number of Resources	200+ Temporary Resources	
Project Descriptions: Tryfacta is the sole and prime vendor for the County of Alameda, one of		
the San Francisco Bay Area's largest counties with a population of 1.7 million people and home		
to large metropolitan cities such as Oakland & Berkeley.		
	the Alameda County Registrar of Voters to provide all temporary	
workers and additional	payrolling services for multiple election cycles in 2021.	
• Recruitment was done in an accelerated time frame. We completed onboarding in 1		
business day, followed by training and orientation by the client.		
 Weekly batches of over 	150-200 people throughout the election cycles.	
 Temporary works were 	e sourced and onboarded to the County within 48 hours of	
receiving the new head	count requirement.	

Positions included:





- Service Desk Technician
- Mobile Technician
- Network Administrator
- Automated Signature Recognition Staff
- Adjudication Clerk
- Community Classroom Assistants
- Classroom Instructor
- Data Entry Analysts.
- Registration Analysts.
- Logistics Clerks.
- Vote Openers.
- Poll Workers.
- VBM Ballot Retrieval Drivers.
- Vote Processor and Counters.
- Warehouse Logistics Support Clerk
- Warehouse Assistants.
- Payroll Workers were provided in large batches; we had large weekly onboards.
- Weekly timesheets and payroll runs were provided

Project Snapshot #7

Client Name	Santa Clara Valley Transportation Authority, California
Project Duration	January 2020 – Current
Number of Resources	50+ Temporary Resources

Project Descriptions: Santa Clara sought an agency to supply qualified and experienced temporary employees on an as-needed basis (generally less than twelve months) as determined by the authorities.

Tryfacta performed a series of reference checks, pre-employment background checks, and drug screens before onboarding employees at client sites, which is a part of our standard practice. We followed all SCVTA's requirements, including which background and drug testing companies they preferred to use.

We verified personnel references and provided background screening per the SCVTA guidelines. Wherever reasonably possible and feasible: We provided details of such information results, subject to our business terms, contract, and applicable laws. This included comprehensively verifying the personnel's identity, credentials, and background according to the State guidelines and compliance with Federal, State, and local laws. When our Proposed personnel was disqualified from working at SCVTA's office/location, we replaced the personnel immediately.

Resources Placed: Senior Programmer Analyst, Business Analyst, Systems Software Analyst, Staff Associate, Customer Service, Contract Management, Administrative Manager, Accounting Clerk II, Administrative Assistant, Desktop Support Specialist, Staff Executive, Facilities Maintenance Mechanic, Electronic Technician, Auditor, Network Analyst, Payroll Clerk, Information Technology Analyst Accounting Clerk I, Administrative Secretary, Data Control Specialist, Engineering Technician II, Environmental Specialist, General Repair Technician.

Project Snapshot #8

	Client Name	Orange County, New York	
Project Duration July 2020 to Present		July 2020 to Present	
	Number of Resources	46+ Temporary Resources	
	Project Descriptions: We are one of the qualified vendors providing General Clerical Resources		
	to the County. On this contract, we have engaged more than ten resources in multiple positions		
	like Budget Analyst, General Maintenance Technician, Administrative Specialist, Maintenance		



Supervisor, IT Support Specialist, Customer Care Specialist, PeopleSoft Database Administrator, PeopleSoft System Administrator, SharePoint Developer, Information Security Engineer, Enterprise Architect, Application Support Specialist, Help Desk Technician, HR Administrators, and Procurement & Inventory Control Technicians.

Project Snapshot #9

Client Name	City of Albuquerque, NM
Project Duration	June 2022 – Current
Number of Resources	584+ Temporary Resources

Description: The City of Albuquerque awarded this contract to five companies in June 2022. This contract's previous spending was approximately \$89,000,000. Tryfacta, Inc. scored highest on this contract and was allowed to transfer resources.

- A. Total transition employees so far 201 Active / 2 onboarding / 86 in-active
- B. Total New hires Active 145 / 17 onboarding / 133 In-active.
- C. Total employees processed so far (A+B) 584 employees.

Most of the resource's project duration varies between 6 months to 12 months assignments.

We have engaged these resources in the position like Information System Technician, Irrigation System Technician, Kennel Keeper (Safety Sensitive), Network Engineer, IT Analyst, Helpdesk Technician, IT Support Specialist, Systems Analyst, Systems Administrator, Systems Designer, Business Analyst, Personal Computer Support Specialist, Principal Engineer (Safety Sensitive), Program Aide (Safety Sensitive), Program Assistant, Program Specialist, Project Manager, Range Master (Safety Sensitive), Recreation Assistant, Safety Officer - Shooting Range (Safety Sensitive), Service Writer, Site Supervisor, Sr. Admin Assistant, Sr. Office Assistant (Safety Sensitive), Supervisor of Monitor (Safety Sensitive), Summer Youth Program Supervisor (Safety Sensitive), System Analyst (Safety Sensitive), Teaching Assistant (Safety Sensitive), Technical Production Specialist (Safety Sensitive).

Project Snapshot #10

Client Name	Michigan Department of Technology, Management, and Budget—Procurement
Project Duration	November 1, 2022, to October 31, 2025
Number of Resources	13+Temporary Resources
Statewide, with \$10,000,000 13 resources on this contrac Business Analyst, / Software Engineer Project Manager a	nd Project Coordinator.
why fryfacta, inc. is best if	or qualified your needs: Tryfacta, Inc. is capable of providing
esources without interrup Experience Mana 	or qualified your needs: Tryfacta, Inc. is capable of providing btion. Below, we have discussed our capability in brief: agement: Our team consists of 2 Principals and 948+ ng in different verticals and providing services to our clients
esources without interrup Experience Mana Employees working in all time zones. 	btion. Below, we have discussed our capability in brief: agement: Our team consists of 2 Principals and 948+
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 Experience Mana Employees workin in all time zones. Office Across the United States. Experienced According 	btion. Below, we have discussed our capability in brief: agement: Our team consists of 2 Principals and 948+ ng in different verticals and providing services to our clients e United States: We have 45+ branch offices across the
 Experience Mana Employees workin in all time zones. Office Across the United States. Experienced Accor management tea 	btion. Below, we have discussed our capability in brief: agement: Our team consists of 2 Principals and 948+ ing in different verticals and providing services to our clients a United States: We have 45+ branch offices across the bount Management Team: We have a dedicated account



•	Domain-specific Recruitment Team: Our recruitment team consists of 250+
	recruiters, data miners, and research analysts, having an average experience
	of 7+ years of recruiting temporary staff to support our customers.

- Internal Resource Pool: We have 5.3 M+ resources in our internal resume databases.
- Well, Established & Financially Stable Company: Tryfacta is a financially stable and rapidly growing company. In 2022, we reported a growth of 400% from our previous year's revenue.
- The breadth of Knowledge: At Tryfacta, we can draw on industry-leading expertise in various disciplines such as IT, Non-IT, medical, accounting, process improvement, and other fields that are not generally available from other staffing firms. Our staffing professionals are well-versed in the many issues facing today's governments and know how to translate complex, numerical results into understandable, concise, and actionable ideas for improvement.
- Quality-compliant recruitment process: We have a quality-compliant eight steps recruitment process, making us capable of providing the requested services. We have placed more than 11,000+ candidates in the USA using this process.
- **Productivity Tools:** We offer an **electronic suite of online tools** to increase the efficiency of your **ordering, timekeeping, and reporting processes**. With these productivity tools, Tryfacta and BCPS will access analytics that will allow us to determine areas to improve our services so that the contract runs more efficiently and smoothly. We utilize **CEIPAL Workforce** for Timesheet, invoicing, and Ceipal as an Applicant Tracking System.
- Resume Database: Our resume database has over 5.3+ Million highly proficient and experienced candidates of various skill levels and services. We keep updating our resume database to meet the client's immediate requirements; it takes us two business hours to provide 3-4 qualified resumes per position when required if there is unsatisfactory work performance, disruptive behaviour in the work environment, ill health, and unsuitable work profile for the assigned tasks and any other reasons involved to terminate the staff, within a maximum period of 1 day.
- Background Check Policy: Tryfacta partners with Sterling and Karma Checks as our background check providers. After selecting the candidate, we have a well-defined and documented Background Check Policy to perform preemployment background checks at our own cost. We notify the BCPS in writing regarding the result of the background check conducted for a candidate. The candidates are successfully clearing the background check to join the client project.
- **Drug Screening Test**: Tryfacta partners with **Quest Diagnostics** as our drug testing provider. Our partner offers a complete line of lab-based and instant drug testing products and services with BCPS's critical information to make confident and informed decisions about prospective and current employees. Our partner has established a reputation as a leader in workplace drug testing, with full accreditation by leading US healthcare institutions and government agencies.
- I-9 Employment Eligibility Verification: Tryfacta uses Form I-9 to verify the identity and employment authorization of individuals hired for employment in the United States.
- E-On-Boarding: Applicant Tracking System (ATS), owned by Tryfacta, manages the E-On-boarding of candidates. We will share the candidates'



Recruitment and Selection. Describe your process for sourcing,	 documents with the BCPS and coordinate the start date, security check, and other formalities with the BCPS and candidates during this phase. During this phase, we will conduct a new hire orientation and ethics training and interact with the employees to educate them about our work culture and benefits. Replacement Policy: Tryfacta ensures that it would address procedures for the timely replacement of staff if there were a case of unsatisfactory work performance, disruptive behaviour in the work environment, ill health, unsuitable work profile for the assigned tasks, and or any other reasons involved to terminate the assigned staff. We can provide candidate replacement within five working days with equal or more skill resources with the same bill rate. Commitment to Your Business: Whereas many of our competitors have scaled or exited the public sector, Tryfacta has expanded and continues investing additional resources in the public sector. Our commitment has been well received in the marketplace, as evidenced by several successful proposals. We actively recruit talent in the market and anticipate a continuing expansion of staff and service offerings. Customer Services: Tryfacta has experienced staff who can provide a high level of customer service, whether related to consultant, timesheet, consultant replacement, or any issues. Our team can resolve any problems within 24 hours, depending on the issues raised. Tryfacta provides top-notch services to all our clients with 98% customer satisfaction. This has been proven by receiving a renewal of multiple government contracts.
screening, and selecting candidates. How does your organization ensure	the communication ground rules, set expectations, and ensure a common
the quality of candidates.	understanding of the sub-task requirements and objectives. Meeting Details Introduction Project Milestones Project Goals
	Our Account Manager (Arman Dhar) will address any questions; identify points of contact; review and identify any government-furnished equipment, material, or information required; and review our current Account management processes for any recommended changes or improvements. Specifically, we:
	 discuss our approach for managing the contract, generating related documentation, and achieving successful milestone exits, discuss our approach to supporting compliance with the CCOG's processes, and discuss how effective account management will lead to attaining CCOG to operate on schedule and within budget. Meet & Greet with CCOG Finalize Custom Reports required by
	Stakeholders / Introductions CCOG (If any) Communication Escalation Matrix required]





Onboarding Process for Transition Employees [If required]	Invoice Format Finalization
Candidate Submission Format [E-mail Subject, Resume Format, etc.]	Explore setting up formal SLAs for Tryfacta follow-up after Submitting Candidates.
Lessons Learned & Service Gaps [Previous Vendors]	Action Items with Dates [List of Items by Responsible party that need to be resolved before Project Start

Table : Project Kick-off Meeting Agenda

Our Recruitment Process to accomplish the work: Tryfacta understands many organizations' challenges in finding staff and retaining programs in a highly competitive staffing market. We ensure customers with exceptionally well-qualified and dedicated IT professionals complement their workforce and answer strategic needs. Our staffing approach focuses on qualified personnel supported by a cadre of experts. Our services minimize cost redundancies and duplicate task efforts by staffing highly qualified personnel with existing knowledge and experience. Our customers' approach to recruiting skilled personnel includes traditional and progressive recruiting sources, extensive reach-back capabilities, and a competitive and attractive compensation package. Tryfacta's internal Strategic Recruiting Division is dedicated to recruiting and hiring personnel and coordinating and providing proper certifications, orientation, and training required for the most challenging contracts.

Step 01: Job Opening: We tailor our approach to meet specific customer needs and partner with our customers to ensure the best talent is sourced. We review program goals, objectives, and requirements to determine the ideal candidate(s) from our personnel resources pool. For example, suppose in-house resources or candidates from Tryfacta's database of 5.3+ million not do meet resumes the qualifications. In that case, Tryfacta employs reach-back to our dedicated staff of planners and recruiters to identify and retain the appropriately qualified workforce. We ensure



quality through an extensive *Figure: Tryfacta, Inc. recruitment processes* interview process periodically revisited and evaluated for effectiveness. Tryfacta conducts competency assessments of personnel for program, project, and task order execution by examining the employee's potential and understanding their background, education level, skills brought to the project, and previous performances/projects. Through our extensive workforce and requirements analysis and assessment, Tryfacta can match the right individuals with your most challenging project requirements.

A	ccount	Management	HR Team	Recruitment	Candida
Те	eam		▼	Team	(s)

Project: Staffing Services Ref. #: COG-2148



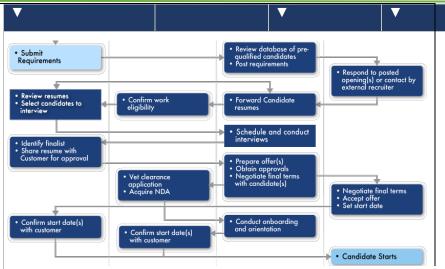
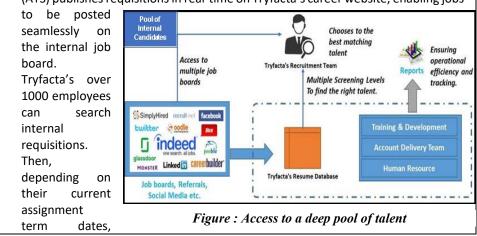


Figure : Our Recruitment Team with the duties

Step 2: Sourcing Methods: Tryfacta has a team of **150+ recruiters** to source, recruit and select the best available staff for the CCOG. Tryfacta has access to over **5.3 million resumes** in our pre-vetted resume database, enabling us to meet the requirement. To augment the capability of our recruiters, we have premium accounts of all the popular job websites; Tryfacta has a large pool of professionals who have worked exclusively with us for years, enabling us to redeploy proven and tested potential talent to the CCOG. Since Tryfacta has been placing professionals in similar roles for nearly two decades, we always practice the strategy of placing tried and tested, qualified professionals who have worked for us before. This pool is also a great pivoting point to engage for candidate references. If a candidate is unavailable, that person can often recommend someone in their professionals with qualitative and quantitative data that we have captured over the years. This enables us to have a more on-demand recruitment strategy vs a reactive recruiting approach, besides sourcing candidates from job board portals like Monster, Dice, CareerBuilder, LinkedIn, etc.

Tryfacta will use the following methodology to engage the local staffing market.

• **Postings to Internal and External Job Boards:** Tryfacta's Applicant Tracking System (ATS) publishes requisitions in real-time on Tryfacta's career website, enabling jobs





apply online and refer qualified friends and associates for open positions through the employee referral gateway. Our ATS also helps make external job publishing more comfortable and efficient by quickly cross-posting requisitions to internet job boards, driving them back to Tryfacta's corporate career site for applications and entry into the candidate database. In addition, ATS can cross-post to the most popular third-party internet job search boards.

- Online Job Boards: Our Career Builder account is cross-indexed with several national newspapers to create print and online advertising. To augment our recruiters' capability, we have a premium account on all the popular job websites, such as Monster, Dice, indeed, CareerBuilder, LinkedIn, etc.
- Local Employment Posting Papers and Websites: We will advertise job positions via local employment posting papers and websites. We understand that many candidates review free employment-related websites (e.g., Craigslist) and papers found in local establishments and many support organizations, missions, and restaurants, and we post on these sources.
- Local Community Colleges & Universities: Many qualified personnel are trained through local community colleges and trade schools. Advertising and working with internal employment offices can be an excellent sources of applicants seeking employment opportunities.
- Local Job Fairs: In addition to selected advertising in local media, Tryfacta's recruiting/management team sponsors and participates in regular job fares, hosts recruiting open houses, saturates local markets with recruiting and referral fliers, and works closely with state and local job assistance agencies to ensure every possible sourcing option is pursued. Additional examples include multi-lingual job postings and diversity-based referral bonus programs.
- Social Networking Sites: As social and professional networking sites continue to gain popularity, Tryfacta's proactive recruiting strategy maximizes using social networking sites such as LinkedIn, Facebook, and Twitter to connect with an untapped pool of potential candidates. This medium is also successful in generating referrals.
- Local Employee Referrals: Employee referrals are among our best sources of exceptional talent. These are often passive candidates who cannot be found on job boards (they have not posted their resumes or qualifications). Our employee referral program offers employees a cash reward for referring their friends and associates for a suitable position and eventually being placed.
- Exceptional Support Local Public Employment Organizations: Tryfacta works with organizations that assist special needs personnel. Hiring special-needs individuals is very beneficial as they tend to be local and dependable. Therefore, we identify only those appropriate positions and work closely with them to carefully qualify these individuals before submitting them to Tryfacta.
- **Tryfacta Website:** We maintain a job board on our website's careers section that drives us' talent. We engage in SEO optimization and content on LinkedIn to attract web traffic. On average, we harvest over 3,000 candidates monthly to our website via this medium, and the applicants are automatically fed into our Applicant Tracking System.

Tryfacta can provide professionals within a minimal timeline. To augment our recruiters' capability, we have a premium account on all the popular job websites, such as **LinkedIn, Monster, Dice, indeed, CareerBuilder**, etc. Hence, we would collaborate with the CCOG and provide temporary staffing services with the right mix of highly



skilled resources and Tryfacta's extensive Local, State, and commercial experience. Our Management Approach is unique and is based on the following pillars:

- Rigorous Recruiting & Pipeline Development: Scouring job boards is not our standard operating strategy for developing a resource pipeline. Besides posting on standard and non-standard job boards, we advertise in trade journals, target similar resources at other public agencies, launch aggressive referral campaigns, and, most importantly, consistently cold call and network. This effort runs continuously and is not triggered by a specific need.
- Requisition Intimacy: We will take the time to understand the requirement from skills, experience, and deliverable execution perspectives. If we have any questions on the requisition, we will not hesitate to interface with our counterpart, but we will keep this exception. Understanding the requisition from this perspective is critical because we will utilize it to interview, assess, and vet our candidate pool to provide the best possible candidates.

Job Boards: Since Tryfacta has placed labour professionals in similar roles to other agencies, we always practice placing tried and tested, qualified professionals who have worked for us before. Our database contains more than 5,300,000+ qualified professionals with qualitative and quantitative data we have captured over the years. This pool is also a great pivot point to engage with for candidate references. If a candidate is unavailable, that person can often recommend someone in their professional network. This enables us to have a more on-demand versus reactive recruiting strategy. Our most significant value proposition is our proprietary database of candidates that we have compiled for resources with a lot of synergy with the CCOG's positions. We have numerous tried and tested resources constantly rolling off projects and ready for new projects.

Job Board		Capability Use
Dice		Job Postings & Sourcing
Monster		Job Postings & Sourcing
Indeed		Job Postings & Sourcing
Glassdoor		Job Postings & Sourcing
CareerBuilder		Job Postings & Sourcing
Google for Jobs		Job Postings & Sourcing
ZipRecruiter		Job Postings & Sourcing
LinkedIn Recruiter I Job Groups	Postings	Over 100 other local groups by location & job category area
Facebook		Job Postings in Segmented Groups
Diversity.com, RecruitMillitary, iHispano	Jopwell,	Job Postings & Sourcing that encourage Diverse Candidates
Tabl	e : Tryfact	a Job boards



Step 03: Screening Candidates: All Tryfacta's recruiters have substantial background experience and proven interviewing methods to qualify candidates. Our thorough screening process includes in-depth interviews with trained consultants/SMEs, technique and skills analyses, verification of degrees, and reference checks. All potential candidates meet with a Tryfacta Recruiter and Account Manager in a formal





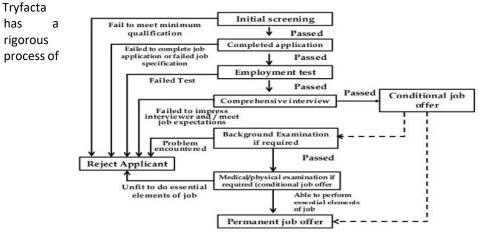


Figure : Our Screening Process

screening, validating, and qualifying candidates. We carefully evaluate and select suitable candidates for the organization's position and organization through our screening processes. First, multiple staff members interview each prospective candidate to ensure the best fit for our client. Next, our recruiters conduct first-level screening by juxtaposing a Job Description with our exhaustive Question Bank to screen the candidate appropriately. Tryfacta's proprietary Question Bank includes thousands of questions across Accounts, technologies, skillsets, and Labor domains. Next, our recruiter verifies the contents of a resume for authenticity by conducting reference checks and a thorough HR evaluation during an interview. Following this, our Recruitment Manager conducts an overview and candidate assessment. Depending on the skill set and level of experience, he calls upon the Screening or Subject Matter Experts to conduct a thorough interview of the candidates to understand a client's requirement. Once the Screening Experts clear a candidate, our Recruitment Manager discusses it with the candidate before forwarding his resume to the Account Manager. The Account Manager then assesses the candidate's fitment vis-à-vis a client requirement, considering the feedback (documented in prescribed formats - at all levels) he receives from the Recruiter, Recruitment Manager, and the Technical Screening Expert. Finally, a resume is presented to the client only once the Account Manager is delighted.

Tryfacta currently partners with **Criteriacorp** [https://www.criteriacorp.com/], a leading online provider of web-based pre-employment testing services. Our testing partner is a pre-employment Aptitude, Personality & Skills Tests leader. We have chosen this partner because besides providing computer and application tests in areas such as Computer Literacy and Internet Knowledge Test (CLIK), MS Excel, Word, PowerPoint, Access & Visio, they also provide competency tests for over 100 Job Classifications. Currently, for some of our clients, these tests are administered remotely. For other customers, they are distributed onsite in our Computer Laboratory under the presence of a Testing Proctor.

We always validate that the candidate has the skills and experience necessary for the position. Our recruiting team will dive deeply into the candidate's expertise and deliverables and ask quick questions about their technical skillset. Ensuring the proper qualifications of prospective support team members is paramount. Tryfacta employs a meticulous screening process, combining our understanding of the environment, customer, and requirements with our staffing organizations' relevant experience. Our



recruiting team has ample experience supporting Government operations, ensuring we staff the needs with personnel who meet the stated requirements and bring the right experience and qualification requirements. In addition, Tryfacta utilizes a rigorous screening approach to ensure prospective employees have the proper qualifications.

Pre-screening

- Execute a comprehensive pre-screen that confirms motivation, salary, skill level, clearance, and potential.
- Team fit for client culture.
- Provide a Tryfacta overview and explain the benefits.
- Evaluate general aptitude.

Skills Evaluation

- Criteriacorp (Skill Proficiency Profile Testing) / Online Test.
- Interview Conduct detailed interviews based on the client's requirements.
- Check effective communication, creativity, analytical thinking, problemsolving, and leadership skills.
- Prepare the feedback form by filling results of the interview.

Step 04: Interview: We have a well-defined process for interviewing the candidate. Per the candidate's availability, we perform interviews online (via MS Team, Skype, Google Meet etc.) and offline (if the candidate is local). Below, we have discussed our targeted interview objectives.

Target Interview Objectives

- Our critical objectives of the interview process are to find resources that match. The CCOG's requirements have the following competencies:
- The ability to quickly grasp CCOG's mission and culture.
- Expertise with matching or exceeding 100% of required skills.
- Cultural fit.
- Good analytical and proven success in career.
- Energy agency experience, including knowledge of sustainable alternative energy initiatives and Energy association memberships.

Our actual screening process is quite intense.

- Each submission has processes that authenticate the candidate's years of experience via documentation analyses and research on professional networking sites.
- We technically screen candidates via "Quick Fires." These questions will be based on a specific role or area of the speciality of the resource.
- Each candidate that will be submitted also goes through a Quality Control process; if there are any red flags or concerns, we take the candidate out of the pipeline. We will quickly validate that all education and license, and certification requirements are completed in this process.

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Below is a high-level flow of the interview areas we cover when processing a potential candidate for submission. Additionally, you will find sample behavioural interview questions that we ask Quality Assurance Analyst candidates.			
1 Behavioural Questio	ons 2 Education, Certificates & License Sean 4 Technical Quick-Fire by Speciality Areas		
	Ŷ		
	Pre Candidate -Submission Activities [Interviewing & Vetting]		
Quality Assumates A	Figure : High-level flow of the interview		
Quality Assurance Ar	nalyst Technical "Quick-fire" performed by Tryfacta Technical Recruite	r Candi	
Question	Expected Answer	date Answ r	
What is the	QA (Quality Assurance)'s role is to monitor the quality of the		
difference between QA and software	"process" used to produce the software. At the same time, software testing ensures that the final product's functionality		
testing?	meets the user's requirements.		
What is Test ware?	Test ware is testing artefacts like test cases, data, and plans needed to design and execute a test.		
What automation challenges does the SQA (Software Quality Assurance) team face while testing?	Mastering the automation tool, Reusability of Automation script, Adaptability of test case for automation, and automating complex test cases.		
What is data- driven testing?	Data-driven testing is an automation testing framework that tests the different input values on the AUT. These values are read directly from the data files. The data files may include CSV files, excel files, data pools, and many more.		
What does the test strategy include?	The test strategy includes an introduction, resource, scope, and schedule for test activities, test tools, test priorities, test planning, and the types of tests that must be performed.		
What is branch testing, and what is boundary testing?	Testing all the code branches at once is known as branch testing. While the testing focused on the limit conditions of the software is known as boundary testing.		
What is a quality audit?	The systematic and independent examination for determining the effectiveness of quality control procedures is known as the quality audit.		
Tal	ble : Quickfire question for Quality Assurance Analyst		
-	ing: Based on our internal candidate screening, we submit ou e for client consideration. Once our client shortlists a candidate		





start doing documentation as per the client policy, including but not limited to Background & Drug Testing, employment verification, reference check etc.

Step 06: Background & Drug Testing: We have completed a partnership with Sterling and KarmanCheck to perform background checks against public databases. Below, we have discussed our process for conducting these checks.

Background Checks: At Tryfacta, we have a welldefined and documented Background Check Policy to perform a pre-employment background check.

✓ KarmaCheck

Under this policy, candidates are subjected to compulsory pre-employment background checks depending upon the client's requirements. The candidate will be

notified and required to sign a consent and authorization form. We will notify you in writing regarding the result of the background check conducted for a candidate. The candidates successfully cleared the



background check to join the client project. Candidates can be screened pre-hire, preoffer, pre-joining, post-offer, or post-joining. In addition to our thorough screening, we rely on third-party vendors like **Sterling** and **KarmanCheck** to perform background checks against public databases. It starts when the candidate submits the duly filled background verification (BGV) form and supporting documents. The BGV form also contains the self-declaration binding the candidate's employment in that organization subject to clearance of all the checks.

- The candidate signs the Letter of Authority, empowering Tryfacta to carry out all the relevant checks. Tryfacta gives the BGV agency the LOA to carry out the verification process.
- The coverage of every check depends on the criteria's decided when signing the contractual obligation.
- Also, all the checks to be done to the candidates are unnecessary. It varies
 depending on the client's requirements, the industry, the candidate's
 profile, the nature of the work, etc.

The BGC [Background Check] agency customizes BGC packages for us per our client's requirements. They offer a wide range of verification services from employment, education, criminal, and SSN validation to Drug tests and Identity checks, to name a few. The BGC process, initiated to completion, takes around seven days (considering a basic package of 7 years of employment, highest Education, Criminal history, etc.). The timeline may differ depending on the package being set up.





Figure : Pre-employment background checks

The process to perform Background checks: Initiating a BGC is very simple; we have to enter the candidate's name and e-mail address in the Agency portal. Then, a link is automatically sent to the candidate to fill in all the information and submit it. The BGC firm also collects the candidate's authorization to initiate the BGC. The BGC firm will contact the candidate to collect any additional information/documents required for the verification throughout the process. As soon as the candidate hits "Submit" after filling in the information, we can see the progress of the BGC in real-time and keep the client updated. We get a notification every time a BGC is initiated and completed. We can download the report and share it with the client when required. All the BGC reports are uploaded to our company's internal database system and can be produced at any time needed for a future date.

A generic Background Screening package includes the following:

- Social Security Number (SSN) validation
- Address history for the past seven (7) years
- City and Federal criminal and sex offender record check
- Employment verification
- Education verification
- DMV Check
- Credit Report (if needed).

Drug Screening: Drug and alcohol screening will be conducted within the parameters of any applicable federal and State laws. Tryfacta will use scientifically valid methods and procedures and test urine, hair, blood, saliva,



and breath (if required). Qualified laboratory personnel will perform all drug screens in a SAMHSA-certified or CAP-certified laboratory. Include a gas chromatography/mass spectrometry (GC/MS) confirmation test if needed. Tryfacta agrees to perform ("Preappointment testing") within the 30 calendar days immediately before the start date. We will provide at least ten (10) panel drug tests, including the oxycodone drug test. Below is the list of minimum drug tests we will provide to the CCOG. Based on the client's request, we will modify and offer any additional tests if needed. The candidate



is notified and is required to sign a consent and authorization form as to the procedures outlined in the Background and Drug Test Policy. An independent agency has mandated performing a background and Drug test for the candidates. The agency, after completing the checks, provides the results to Tryfacta. Tryfacta notifies the client in writing regarding the background and drug test conducted for a candidate. The candidates successfully cleared the background and drug check and joined the client.

Step 07: Offer & Joining Formalities: Once we receive the selection notification, check all documentation required and take a joining date from the client. After receiving joining dates, we start candidate onboarding with the help of the CEIPAL workforce as per the client policy and required documents. We enter the candidate's basic information:

First Name	
Middle Name	
Last Name	
Phone Number	
Email Id	
Complete Address	
Date of Joining	
Employment Type	

Employee Onboarding Tracking (CEIPAL Workforce): After conducting all the requested background and drug checks, we initiate the onboarding and orientation process for the candidates to ensure the successful placement of the best fit with our client. The following steps are taken during the onboarding process:



- Track all required checks [drug, medical, physical, and medical]
- Completing onboarding paperwork, including Offer letter, I-9, W-4, Employee Information form, Self-identification form, Identity proof, Tryfacta Inc, Handbook, etc.
- Having the new hire complete non-disclosure and any other paperwork the client would like the new hire to agree to and sign.

Below, we have included a sample snapshot of onboarding with the help of the CEIPAL workforce.

Project: Staffing Services Ref. #: COG-2148



	Initiate Onboarding					
	Initiate Onboarding					Initiate Save
	General					
	First Name *	Middle Name		Last Name *	Gender O Male O Female	
	Phone Number *	Email *		Country *	State *	
	City/Zip	Date of Join "		Employment Type	Street Address	
	Onboarding Code	Date of Joining Alternate Email	8	Employee	*	
	children g contr	Province Since		Common 2	h	
	Placement					
	Onboarding Documents					
	Onboard Due Due Date	Ð				
	Applicants	Vendors				
	CEPAL - Human Capital Management S	rst Step of Candidat	e Onboardin	a		Copyright © 2016 - 202
	rigure : rii	st step of cultural	e Onbourum	ig		
	o initiato	condidate enheard	ing on outo	matic amail w	ill ha cant t	a tha
nce w	e initiate (candidate onboard	ing, an auto	matic email w	ill be sent t	o the
tryfa	Cta dashboard					
lryfa	Tdings Onboardings & Or		Q			
lryfa			Q			
lryfa		boarding Documents. Filter	Q, T dob.	File	Phone Joining Dat	e T
lryfa	rdings O Onboardings & Or	boarding Documents. Filter		file	Phone Joining Dail 04/12/23	
tryfa	rdings Onboardings & Or Nam	boarding Documents Filter		ille		
lryfa	rdings Onboardings & On Nam	boarding Documents. Filter	Job T		04/12/23	Ini
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Livia chin Onboar All Draft Initiated Responded	tings O Onboardings & O Num B Name Che	abaarding Documents Filter	Job T	Initiated On	04/12/23 Due Date	Ini
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 Review the contact point for administrative and HR functions such as HR, timesheets, and pay stubs. We also assign an Employee Relations Executive as a single point of contact for any issues or questions.

arch in 💿 Onboardings	Onboardings & Onboarding Documents	Filter				
All	Name	Enal	Job Title	Phone	Joining Date 🔻	Status
Draft	8				04/12/23	Responde
Initiated	Applicants	Vendors				
Responded	Name		Status	Initiated On	Due Date	Actions
Verified	Checklist Name - City of Albur		outus	initiated on	Due Date	Acuons
Rejected (0)	(City of Albuquerque - State of		Responded	04/07/23	04/12/23	1
Negotiate (0)	(City of Albuquerque - State of		Responded	04/07/23	04/12/23	-
Joined	(City of Albuquerque - State of		Responded	04/07/23	04/12/23	1
Disqualified	(City of Albuquerque - State of DOC346	NM) Employee Information Form -	Responded	04/07/23	04/12/23	I
Cancelled	(City of Albuquerque - State of	NM) Self Identification Form - DOC341	Responded	04/07/23	04/12/23	1
	(City of Albuquerque - State of	NM) Identification Proof	Responded	04/07/23	04/12/23	E.
	(City of Albuquerque - State of DOC556	NM) Tryfacla Onboarding Handbook -	Responded	04/07/23	04/12/23	1

Figure : Candidate response to all the joining formality documents.

Once the candidate responds to joining formalities, our team verifies the information the candidate provided before onboarding. Below, we have attached a sample copy of the verified status of the candidate profile.

Conservation C	Onboardings & Onboarding Docume	ents Filter	۹.			
All	Name	Email	Job Title		Phone Joining Date	∀ Sta
Draft	8					Ver
Initiated	Applicants	Vendors				
Responded (Name	_	Status	Initiated On	Due Date	Actions
Verified	Checklist Name : Count	y of Wentura 🥥				
Rejected (0)	(County of Ventura) Offe	r Letter - DOC518	Verfied	04/10/23	04/13/23	
Negotiate (0)	(County of Ventura) I9 Fo	arm - DOC513	Verfied	04/10/23	04/13/23	1
Joined ((County of Ventura) Emp	loyee Information Form - DOC512	Verfled	04/10/23	04/13/23	1
Disqualified	(County of Ventura) W4	Form - DOC514	Verfied	04/10/23	04/13/23	1
Cancelled	(County of Ventura) DE	Form - DOC515	Verfied	04/10/23	04/13/23	1
	(County of Ventura) Iden	tification Proof	Verfied	04/10/23	04/13/23	1
			Verfled	04/10/23	04/13/23	

Figure: Candidates' all details Verified by our team.

As per the need of our client, we can either onboard candidates in batches, in person, or remotely per our client's needs. Generally, we provide detailed communication for new and transitioning employees for onboarding. In addition, we have a dedicated help desk for the employees to ensure they settle in seamlessly and have an assigned Employee Relationship Manager in case of any questions.

Timesheets, Payroll & Invoicing: Tryfacta, Inc. uses CEIPAL for Timesheets. Depending on the timesheet cycle, the candidate gets a regular reminder via e-mail that their timesheet is due



on the required date. At the end of the day, when the timesheet is due, our Employee Relations Management (ERM) Team does a final reconciliation and identifies the outstanding timesheets. We then follow up with each employee via phone and e-mail to expedite the receipt of their timesheet. We provide temporary employees the option to scan, e-mail, fax, and upload the approved timesheet into a portal; however, it must adhere to the individual client's policy. Generally, we do not have issues receiving timesheets as they are controlled with checks and balances and a self-service



interface that employees access in Ceipal. Once ERM has audited all the timesheets, payroll is notified that the timesheets are ready for processing and are uploaded into CEIPAL. Payroll will do a final audit and reconciliation and expedite via ERM if there are any issues. The Human Resources/ Employee Relationship Management (ERM) team collects the timesheets. As we receive timesheets via various mediums, we review them for errors and compliance deltas and record the hours into our payroll system. They are manually uploaded into CEIPAL by the work period. There is also functionality for the employees to upload or enter their timesheets into CEIPAL; this depends on the specific client's requirements. Additionally, as we receive a timesheet, we will contact the Temporary employee to request a revised timesheet if there are any data or compliance issues.

All the data has been uploaded into CEIPAL, and the actual copy of the timesheet and payroll can be processed. At each pay period, we have an electronic record of the hours worked, sick leave accrued or taken, and whether the Temporary employee took any days off. We can also mine this data electronically by running a report in CEIPAL (our HR & Payroll System). Additionally, employees can log into a portal, access their pay stubs and tax documents, and revise tax withholdings if needed. As mentioned previously, each timesheet process is unique per the requirements of each client and can vary from manual to automated via a self-service portal based on our client's needs, compliance, and audit requirements.

The specific invoicing process will be aligned with the CCOG's specifications. Currently, we raise weekly invoices with most of our public sector clients. The critical peace with a weekly cycle is that our Human Resources Management, which manages all aspects of attendance and leaves management, must have and expedite accurate data on all the temporary employees at the client site. It is critical to have a clearly defined timesheet process that outlines the format and the approval required. Additionally, the timesheet collection process has to be automated, tracked, and audited. Before the weekly cut-off, our HR team can expedite any timesheets that have issues or are missing. Below is a sample weekly invoice for one of our temporary employees for a week. The weekly batch will contain individual invoices for each employee with their corresponding timesheets. Tracking fields can be added as needed as our invoices are created in QuickBooks, and we can use custom user-defined fields that can include in exception reporting.

TRYFACTA, INC. 4637 Chabot Dr, Suite 100 Pleasanton, CA 94588 US		In	voice		tryfa	acta	
	BILL TO Santa Clara Vall 5750 Almaden E San Jose, CA 9	хру	ict			_	
INVOICE #	DAT	F	TOTAL DUE	DUE DATE		TERMS	ENCLOSED
111603		4/2020	\$597.80	02/13/2020		Net 30	LITOLOOLD
ACTIVITY Maria McAlli:	ster				QTY 28	RAT 21.3	
For Santa CI	ara valley water pro	pject for period	01/06/2020 to 01/12/20	20 BALANCE DU	JE		\$597.8
ria McAlli Santa Cl	s ter lara valley water pro	oject for period	d 01/06/2020 to 01/12/20			21.3	¹⁵ 597.



	Step 08: Dedicated Support: We have assigned a dedicated account manager to each contract. This account manager is responsible for making business relations with all candidates and client points of contact and solving all kinds of issues clients or candidates face. Below, we have provided details of our account manager. Account Arman Dhar, Account Manager Manager Phone: 408-893-5500 & 925.640.3641 Email: rfp@tryfacta.com
<i>Additional Offering.</i> Include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.	N/A.
Compliance. Describe your organization's approach to compliance with relevant labor laws.	We comply with all the local, state, and federal policy applications for this contact without any exceptions
Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products or services that cannot be found in your standard catalog offering	Tryfacta, Inc. understands the importance of catering to unique and specific needs within the staffing industry. We recognize that there may be instances where clients require products or services that fall under the category of Open Market Products, which are not typically found in our standard catalogue or non-inventory offerings. To accommodate such requests, Tryfacta, Inc. has developed a flexible and adaptable approach. Our dedicated team works closely with clients to thoroughly understand their requirements and identify suitable solutions. We leverage our extensive network and industry expertise to source and provide Open Market Products that align with the client's specific needs.
or non-inventoried products.	Our process for accommodating Open Market Product requests involves the following key steps:
	 Consultation and Needs Assessment: We engage in comprehensive discussions with the client to gain a thorough understanding of their unique requirements. This includes identifying the specific product or service needed and any relevant details or specifications. Research and Sourcing: Our experienced team conducts diligent research to identify potential suppliers or sources for the desired Open Market Product. We leverage our industry connections, market knowledge, and extensive supplier database to explore all possible avenues. Evaluation and Selection: Once potential suppliers or sources are identified, we carefully evaluate them based on factors such as quality, reliability, pricing, and compatibility with the client's requirements. We ensure that the selected supplier meets the necessary standards and can deliver the desired product or service effectively. Negotiation and Procurement: Tryfacta, Inc. utilizes its negotiation expertise to secure favorable terms and pricing with the chosen supplier. We handle all



	procurement processes, including contracts, agreements, and any necessary
	documentation.
	 Quality Assurance and Delivery: Prior to delivery, we conduct quality assurance checks to ensure that the Open Market Product meets the client's expectations. We coordinate with the supplier to arrange for timely and efficient delivery to the client's specified location.
	By following this comprehensive approach, Tryfacta, Inc. demonstrates its ability to accommodate requests for Open Market Products within the staffing industry. We prioritize client satisfaction and leverage our resources, expertise, and industry connections to provide tailored solutions that meet their unique needs, even for products or services that may not be readily available in our standard catalogue or non-inventoried offerings.
Customer Service & Client Management	
<i>Customer Service</i> <i>Department</i> . Describe your company's approach to customer service.	We prioritize exceptional customer service as a fundamental aspect of our operation s within the staffing industry. We understand that providing a positive and personalized customer experience is essential for building long-term partnerships and exceeding client expectations. Our approach to customer service is centered around the following key principles:
	 Responsive Communication: We value open and timely communication with our clients. Our dedicated Customer Service Department is committed to promptly addressing inquiries, concerns, and feedback. We strive to maintain clear lines of communication throughout the entire engagement process, ensuring that clients feel heard and supported. Proactive Problem-Solving: We proactively identify and address potential challenges to prevent disruptions in our services. Our customer service team anticipates client needs, closely monitors ongoing projects, and takes proactive measures to resolve issues before they escalate. We are committed to finding effective solutions and continuously improving our processes to enhance the client experience. Customized Solutions: We recognize that each client has unique staffing requirements. Our customer service representatives work closely with clients to understand their specific needs and expectations. Based on this understanding, we develop tailored staffing solutions that align with their business goals and help them achieve success. We strive to exceed client expectations by providing personalized and flexible services. Professional Expertise: Our customer service team consists of knowledgeable professionals who posses in-depth industry expertise. They are well-versed in the staffing industry's best practices, regulations, and market trends. This allows us to provide informed guidance, offer valuable insights, and recommend suitable staffing solutions to our clients. Long-Term Relationships: We prioritize building long-term relationships with our clients. By fostering trust, transparency, and reliability, we aim to become a trusted partner in their staffing endeavors. Our customer service representatives maintain regular contact, seek client feedback, and proactively adapt our services to meet their evolving needs. We are dedicated to nurturing enduring partnerships built on mutual respect and shared success.



Candidate/Client Support. Describe any candidate/client support or management services or tools offered by your	Through our customer-centric approach to service, Tryfacta, Inc. demonstrates a commitment to delivering exceptional customer experiences within the staffing industry. By focusing on responsive communication, proactive problem-solving, customized solutions, professional expertise, and long-term relationships, we strive to exceed client expectations and provide a seamless and satisfactory customer service journey. We understand the importance of providing comprehensive candidate and client support to ensure a seamless staffing experience. We offer a range of support services and utilize various management tools to streamline processes and enhance the overall recruitment and staffing journey. Here are some of the candidate and client support services and tools offered by our organization:
organization.	 Dedicated Account Managers: We assign dedicated Account Managers to each client, serving as their primary point of contact throughout the staffing engagement. Account Managers are responsible for understanding client requirements, coordinating candidate searches, and facilitating smooth communication and collaboration between the client and our team. Candidate Screening and Selection: Our organization employs rigorous screening and selection processes to identify top-quality candidates that match client requirements. We utilize a combination of technology-driven tools and human expertise to assess candidate skills, experience, and cultural fit, ensuring that only the most qualified individuals are presented to the client. Candidate Training and Development: We offer training and development resources to candidates, equipping them with the necessary skills to excel in their assigned roles. This may include access to online training platforms, industry-specific workshops, and professional development opportunities, allowing candidates, ensuring a smooth transition into their new roles. This may involve assisting with paperwork, conducting orientation sessions, and providing guidance on client-specific policies and procedures. Our goal is to facilitate a positive onboarding experience that sets candidates up for success from day one. Performance Management and Feedback: Throughout the staffing engagement, we actively monitor candidate performance and provide ongoing feedback to ensure optimal productivity and alignment with client expectations. We encourage open communication channels between candidates, clients, and our organization, allowing for timely feedback, performance reviews, and continuous improvement. Technology Platforms: Tryfacta, Inc. leverages advanced technology platforms and applicant tracking systems (ATS) to streamline recruitment and enhance client and candidate management. These tools facilitate efficient communication, document
	process. We are committed to offering personalized support, leveraging technology,



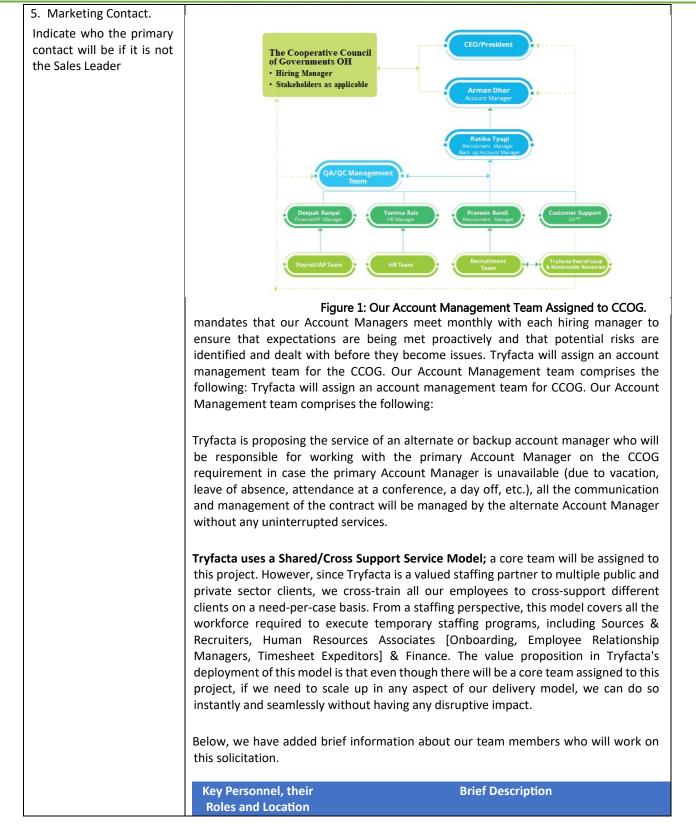
	and fostering strong relationships to drive success for both candidates and clients in the staffing industry.
Business Operations	
Customer Set Up; Order &	
Invoice Processing;	
Payment	Discourse for the the supervision Description and Coloration Michael discussed it is detailed
Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.	Please refer to the question <i>Recruitment and Selection</i> . We have discussed it in detail under this question.
<u>Pricing</u>	
Cost Proposal	
Pricing Model. Provide a	The pricing model used by Tryfacta, Inc. is markup-based. This means that a
description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	predetermined markup percentage is applied to the pay rates provided by public sector agencies to calculate the bill rate and overtime bill rate. To ensure accuracy and transparency, regular audits can be conducted monthly or quarterly for all invoices sent to public sector agencies or CCOG (Centralized Contract Oversight Group). Each invoice will contain detailed information such as the pay rate, bill rate, hours worked by employees, and the proposed markup. These audits are carried out promptly and efficiently to maintain proper financial oversight.
Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	Our team performs monthly or quarterly audits for all invoices sent to public sector agencies or CCOG (Centralized Contract Oversight Group). Each invoice will contain detailed information such as the pay rate, bill rate, hours worked by employees, and the proposed markup. These audits are carried out promptly and efficiently to maintain proper financial oversight.



Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	 The prices offered in your Cost Proposal are: I lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing organizations, cooperative purchasing organizations, or state purchasing organizations, cooperative purchasing organizations, or state purchasing departments. higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. not applicable. Please explain below.
	Click or tap here to enter text.
Total Cost of Acquisition. Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.	No additional charges. All charges are included in the markup provided in the cost sheet.
<u>Go-To-Market</u> <u>Strategy</u>	
Bidder Organizational Structure & Staffing of Relationship	
 <i>Key Contacts.</i> Provide contact information and resumes for the person(s) who will be responsible for the following areas; 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 	To build a successful partnership with CCOG, Tryfacta will assign an account management team comprising Arman Dhar as an Account Manager, Adesh Tyagi as a secondary point of contact, and Ratika Tyagi as our Backup Account Manager for this contract. Adesh Tyagi will also work as the head of the Project Management Office (PMO), have overall authority over the contract, and remain connected with CCOG's Representative through the Account Manager. Under the Support Management Office, Praveen Bandi will be taking care of the recruitment, Yamina Rais will take the responsibility of HR Operations Manager and Deepak Kanyal, with his rich financial experience, will act as an Accounting Executive, and Manyu will be the Customer Support Representative for this project. Thus, the CCOG can rest assured that it will always have the fullest and most responsive attention from Tryfacta. Tryfacta's policy
Tryfacta, Inc. (MBE, WBE and	d DBE Certified Staffing Company) Page 45



Project: Staffing Services Ref. #: COG-2148





1) Arman Dhar - Primary Account Manager (Main Point of Contact)	Arman has gained over 25+ years of experience in providing similar services. He will be the main point of contact for the CCOG, responsible for developing and maintaining strong business relationships with the CCOG and candidates by conducting site visits. Work closely with Recruitment Manager, HR Manager, Business Development, recruiters, and CCOG throughout the recruiting process, including pricing, position qualification, development of recruiting strategies, initial resume submittal, scheduling telephone and personal interviews, offer creation/presentation, and onboarding. He will be responsible for Executive Contact and Contract Manager for this project.
2) Adesh Tyagi - Secondary Account Manager	Adesh Tyagi has gained over 30+ years of experience providing similar services to government and commercial clients across the United States. He will work as a secondary point of contact on this contract and provide services to the CCOG as needed.
	Adesh will help Arman in contract execution and contract management.
3) Ratika Tyagi, Backup point of contact	Ratika Tyagi has gained over 26+ years of experience providing similar services to government and commercial clients across the United States. Tryfacta is proposing the service of an alternate or backup account manager who will be responsible for working with the primary Account Manager on the CCOG's requirement in case the primary Account Manager is unavailable (due to vacation, leave of absence, attendance at a conference, a day off, etc.), all the communication and management of the contract will be managed by the alternate Account Manager without any uninterrupted services.
4) Praveen Bandi - Recruitment Manager	She will be back up point of contact for all the queries. Praveen Bandi has gained over 13+ years of experience. He will be responsible for assisting with implementing and administrating recruitment programs. Receive, screen, and file incoming resumes, background, and reference checks. Conduct initial screening, telephone, and face-to-face interviews with prospective applicants. Assist with recommendations to the hiring manager on candidate hire and partner with appropriate stakeholders to offer competitive compensation packages and facilitate negotiation with candidates. He will be responsible for Sales Lead and Marketing Contract.
5) Yamina Rais – HR Manager	Yamina Rais has gained over 12+ years of experience in employee Onboarding, Orientation, Background Checks, Documentation of performance issues/complaints, cure letters, Contract amendments, documentation of deliverables, Payment records, contract closeout documentation, etc.
	She will be responsible for Reporting Contract details.



	6)	Deepak Kanyal –	Deepak Kanyal has gained over 12 years of experience as Finance
	-	Finance	Manager. He will be responsible for monitoring the day-to-day
		Manager	financial operations within the company (payroll, invoicing, and
		U	other transactions). Prepare monthly and quarterly management
			reporting. Participate in strategic data analysis, research, and
			modelling for senior company leadership.
	7)	Manyu Tyagi –	1 st level of Issue Escalation, overseeing the development of
	-	Customer	customer resources and measures impact on support inquiries.
			Manage Customer Success Quality Assurance, ensuring that
		Support	issues' root causes are identified and resolved.
		Manager	
	-	Domain	Candidate generation primarily through direct sourcing and
		Specified	research to attract both passive and active candidates. Devel ϕ p
		Recruitment	comprehensive, innovative sourcing strategies, including passive
		Team	candidate outreach channels, recruitment marketing plans, and
		Location:	talent pool mining. Participate in the role discovery meeting with
		Nationwide	the Account Manager and agrees to delivery expectations,
			timelines, and sourcing strategies.
	We ha	ave provided our t	eam members resumes at the end of this response.
Sales Organization.		-	we have provided our sales organization details.
Provide a description of	in the		te nate provided our odies of gamzation details.
your sales organization,			
including key staff			
members, the size of the			
organization, in-house vs.			
third-party sales			
resources, geographic			
territories, vertical			
market segmentation,			
oto			
etc.			
Contract Implementation			
Contract Implementation Strategy & Expectations			
Contract Implementation	In the	event of a contra	act award, Tryfacta, Inc. has several expectations to ensure a
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	the staffing solutions provided and achieve mutual success. Collaboration fosters innovation, problem-solving, and the continuous improvement of our services.
	Performance Evaluation and Feedback: We expect periodic performance evaluations and constructive feedback from the contracting party. This allows us to gauge our performance against agreed-upon metrics, identify areas for improvement, and align our services with the evolving needs of the project. Regular feedback ensures that we can continuously enhance our services to meet and exceed expectations.
	Flexibility and Adaptability: We understand that the staffing industry can be dynamic, with evolving requirements and changing circumstances. Therefore, we expect a certain level of flexibility and adaptability from both parties involved. This includes the ability to adjust staffing levels, modify service delivery approaches, and respond to unforeseen challenges while maintaining the overall goals of the contract.
	Itual Success: Our ultimate expectation is to achieve mutual success through the contract. We aim to provide exceptional staffing solutions that fulfill the contracting party's needs, deliver measurable results, and contribute to their overall success. We believe that a successful partnership is built on shared goals, mutual trust, and the collective commitment to achieving positive outcomes.
	By aligning expectations, fostering effective communication, and promoting collaboration, Tryfacta, Inc. aims to establish a strong and successful partnership in the event of a contract award. We are committed to meeting and exceeding the expectations outlined in the contract, delivering high-quality staffing services, and contributing to the overall success of the contracting party in the staffing industry.
<i>Five (5) Year Sales Vision</i> <i>& Strategy.</i> Describe your company's vision and strategy to leverage a resulting contract with	Our five-year sales vision and strategy for leveraging a resulting contract with Equalis Group encompasses a comprehensive approach to maximize growth, target specific markets, acquire new business, retain existing clients, and optimize the deployment of our sales team. Our strategy revolves around the following key elements:
Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical	Market Focus: We aim to leverage the contract with Equalis Group to expand our presence in specific geographic and public sector vertical markets. By strategically targeting regions and industries where Equalis has a strong presence and influence, we can capitalize on their established network and reputation to penetrate new markets and increase our market share.
markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which	New Business Acquisition: Our sales strategy includes a focused approach to acquiring new business. We will leverage the contract with Equalis Group as a key selling point to attract potential clients and showcase our expertise in the staffing industry. Our sales team will proactively engage with prospects, conduct targeted marketing campaigns, and participate in industry events to generate leads and convert them into new business opportunities.
this will be completed.	Existing Client Retention: While acquiring new business is important, we understand the significance of maintaining strong relationships with our existing clients. We will prioritize client satisfaction and engagement to ensure high retention rates. Our sales team will engage in regular communication with clients, understand their evolving needs, and provide personalized solutions that align with their staffing requirements. By delivering exceptional service and maintaining a proactive client-centric approach, we aim to foster long-term partnerships and achieve high client retention rates.



	Sales Team Deployment: To effectively deploy the contract with Equalis Group, we will align our sales team's efforts and resources accordingly. We will assign dedicated sales representatives who possess a deep knowledge of the staffing industry and the specific markets we are targeting. These sales professionals will be equipped with the necessary tools, training, and support to effectively communicate the benefits of the contract and secure new business opportunities. Additionally, we will establish clear sales targets, performance metrics, and incentive programs to motivate and drive the success of our sales team.
	Timelines and Milestones: Our sales vision and strategy will be implemented over the course of the next five years, with specific timelines and milestones in place to track our progress. We will set short-term, intermediate, and long-term goals to ensure a consistent focus on growth and measurable results. Regular performance reviews, data analysis, and strategic adjustments will enable us to stay agile and responsive to market dynamics, ensuring the successful execution of our sales vision and strategy.
	Through our comprehensive sales vision and strategy, Tryfacta, Inc. aims to leverage the resulting contract with Equalis Group to drive substantial growth, expand into new markets, acquire new business, and retain existing clients. We will optimize our sales team's deployment, align our efforts with specific geographic and public sector vertical markets, and implement a proactive approach to both acquiring new clients and nurturing existing relationships. By consistently monitoring progress, adapting to market trends, and delivering exceptional service, we are confident in our ability to achieve significant sales growth and establish Tryfacta, Inc. as a leading player in the staffing industry over the next five years.
<i>Sales Objectives.</i> What are your top line sales objectives in each of the five (5) years if awarded	If awarded this contract, Tryfacta, Inc. has ambitious top-line sales objectives for each of the five years to drive growth and maximize the value of the partnership. Our sales objectives are as follows:
this contract?	Year 1: In the first year of the contract, our primary objective is to establish a solid foundation and demonstrate our capabilities to the contracting party. We aim to achieve a significant increase in sales compared to the previous year by leveraging the opportunities presented through the contract. Our focus will be on acquiring new clients, expanding our market share in the targeted verticals, and delivering exceptional staffing solutions that exceed expectations.
	Year 2: Building upon the successes of the first year, our sales objective in the second year is to further accelerate growth and solidify our position as a trusted staffing provider. We aim to achieve a substantial increase in sales by expanding our client base, penetrating new markets, and leveraging positive client feedback and referrals. Our sales team will work closely with clients to understand their evolving needs and provide tailored solutions that drive their success.
	Year 3: By the third year of the contract, our sales objective is to achieve sustained growth and establish Tryfacta, Inc. as a prominent player in the staffing industry. We will focus on strengthening client relationships, fostering long-term partnerships, and maximizing client retention. Additionally, we will proactively identify and pursue new business opportunities, leveraging the contract as a key differentiator to win over prospects and further expand our market presence.
	Year 4: In the fourth year, our sales objective is to capitalize on the momentum built in previous years and achieve continued sales growth. We will focus on optimizing our



	service offerings, leveraging technology and innovation to enhance operational efficiency, and delivering exceptional value to our clients. Our sales team will actively seek cross-selling and upselling opportunities within the existing client base while maintaining efforts to acquire new clients and penetrate untapped markets. Year 5: By the final year of the contract, our sales objective is to achieve record-breaking sales and solidify Tryfacta, Inc.'s position as a leading staffing provider. We will focus on leveraging the contract's success stories, testimonials, and case studies to attract new clients and differentiate ourselves in the market. Our sales team will continue to nurture existing client relationships, ensuring high client satisfaction and engagement while exploring avenues for expansion and diversification. Throughout the five-year period, Tryfacta, Inc. will continuously evaluate and refine our sales strategies, adapting to market dynamics and client needs. We will monitor key performance indicators, track sales progress, and make data-driven decisions to drive growth and exceed our sales objectives. By leveraging the contract and demonstrating our commitment to delivering exceptional staffing services, we are confident in achieving significant top-line sales growth over the course of the contract.
Admin Fee & Reporting	
Bidder Organizational Structure & Staffing of Relationship	
AdministrativeFee.EqualisGrouponlygeneratesrevenuewhentheWinningSuppliergeneratesrevenuebasedoncontractutilizationourrentandfutureMembers.	
The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.	
Please provide your proposed Administrative Fee percentage or	

structure.



NOTE: The proposed	
Administrative Fee	
language for this contract	
is based on the terms	
disclosed in the	
Attachment A – Model	
Administration	
Agreement.	
Sales & Administrative	Tryfacta, Inc. complies with it.
Fee Reporting. Equalis	
Group requires monthly	
reports detailing sales	
invoiced the prior month	
and associated	
Administrative Fees	
earned by the 15 th of each	
month. Confirm that your	
company will meet this	
reporting requirement. If	
not, explain why and	
propose an alternative	
time schedule for	
providing these reports to	
Equalis Group.	
Self-Audit. Describe any	We prioritize compliance and accuracy in our operations, and we understand the
self-audit process or	importance of implementing a robust self-audit process to verify adherence to our
program that you plan to	proposed contract with Equalis Group. Our self-audit program encompasses various
employ to verify	measures to ensure that Members obtain the correct pricing, sales are accurately
compliance with your	reflected in reports, and Winning Suppliers remit the appropriate administrative fee to
proposed contract with	Equalis. Here is an overview of our self-audit process:
Equalis Group. This	
process includes ensuring	Pricing Verification: We have implemented internal controls and systems to verify
that Members obtain the	pricing as specified in the contract. Our finance and accounting teams conduct regular
correct pricing, reports	reviews of pricing information to ensure accuracy and consistency. We cross-reference
reflect all sales made	pricing details with the contract terms and maintain clear documentation to support
under the Contract, and	pricing compliance.
Winning Supplier remit	
the proper admin fee to	Sales Reporting Accuracy: To ensure that all sales made under the contract are
Equalis.	accurately reflected in reports, we employ a comprehensive sales tracking and
	reporting system. This system captures detailed information regarding sales
	transactions, including the Member, product or service sold, quantity, and associated
	pricing. Regular audits are conducted to reconcile sales data and reports, ensuring that
	all sales are accounted for and accurately recorded.
	Administrative Fee Monitoring: Our self-audit program includes monitoring and
	verification of administrative fee remittance by Winning Suppliers to Equalis Group.
	We maintain clear documentation and processes to track administrative fees
	associated with each transaction. Regular audits are conducted to validate the
	accuracy and timeliness of fee remittances. Any discrepancies or non-compliance are
	promptly addressed, and corrective actions are taken to rectify the situation.



Internal Controls and Compliance Reviews: We have established internal controls and compliance measures to ensure that all aspects of the proposed contract with Equalis Group are followed diligently. Regular compliance reviews are conducted to assess adherence to contract terms, pricing structures, and administrative fee requirements. These reviews help identify any potential gaps or areas for improvement, allowing us to take proactive measures to enhance compliance and accuracy.

Documentation and Record-Keeping: Tryfacta, Inc. maintains meticulous documentation and record-keeping practices to support our self-audit process. We maintain comprehensive records of pricing agreements, sales transactions, administrative fee remittances, and related communications. These records serve as evidence of compliance and enable us to provide transparent and accurate information during audits or inquiries.

By implementing a robust self-audit process, Tryfacta, Inc. demonstrates our commitment to ensuring compliance with the proposed contract with Equalis Group. We continuously monitor pricing accuracy, verify sales reporting, and validate administrative fee remittances. Through internal controls, compliance reviews, and meticulous record-keeping, we aim to maintain the highest standards of accuracy, transparency, and integrity in our operations within the staffing industry.



Proposal Form 2: Cost Proposal

A template for the Cost Proposal has been included as <u>Attachment B</u> and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidder's Cost Proposal must include the information requested in <u>Section 5 – Cost Proposal & Pricing</u>.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in <u>Section 6.2 - Evaluation and</u> <u>Scoring of Proposals</u>.

(The rest of this page is intentionally left blank)

We have provided our pricing in a separated document name "RFP - CCOG Staffing (Attachment B - Cost Proposal Template)"



Proposal Form 3: Diversity Vendor Certification Participation

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

<u>Diversity Vendor Certification Participation</u> - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: XYes No

List certifying agency: We are MBE and WBE Certified by the agencies below. MBE Certified by California Public Utilities Commission DBE Certified by California Unified Certification Program LBCE Certified by Alameda County Transportation Commission MBE WBE Certified by Delaware Office of Supplier Diversity IDHR Certified by Illinois Department of Human Rights, State of Illinois MBE Certified by the State of Illinois, MBE Certified by the City of Baltimore, Maryland, WBE Certified by the City of Baltimore, Maryland MBE Certified by the State of New Jersey, M/WBE Certified by the NYC Department of Small Business Services , MBE Certified by the State of Tennessee MBE Certified by North Central Texas Regional Certification Agency SEE Certified by North Central Texas Regional Certification Agency SCTRCA (MBE, SBE, WBE) Certified by South Central Texas Regional Certified by the State of Wisconsin Department of Administration MBE Nationally Certified by Western Regional Minority Supplier Development Council, SBE Certified by Pennsylvania Department of General Services.

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")
 - Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: SBE Certified by the North Central Texas Regional Certification Agency, SBE Certified by Pennsylvania Department of General Services. and 1) DBE Certified by the Florida Department of Transportation. 2) DBE Certified by the Indiana Department of Transportation. 3) DBE Certified by the New York Department of Transportation. 4) DBE Certified by the Virginia Department of Transportation. 5) DBE Certified by the California Unified Certification Program. 6) DBE Certified by the Tennessee Department of Transportation, etc.

- c. Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is an DVBE: ☐Yes ☑No List certifying agency: Click or tap here to enter text.
- d. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is an HUB: ☐Yes ∑No List certifying agency: Click or tap here to enter text.
- e. Historically Underutilized Business Zone Enterprise (HUBZone) Respondent certifies that this firm is an HUBZone: Yes No List certifying agency: Click or tap here to enter text.
- f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No List certifying agency: MBE Nationally Certified by the Western Regional Minority Supplier Development Council



Proposal Form 4: Certifications and Licenses

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

- Certificate from Alabama SOS.
- Certificate of Good Standing from Arkansas SOS.
- Certificate of Status from California SOS.
- Certificate Fact of Good Standing from Colorado SOS.
- Certificate from Connecticut SOS.
- Certificate of Good Standing from Delaware SOS.
- Certificate from Florida SOS.
- Certificate from Louisiana SOS.
- Certificate of Good Standing from Maryland SOS.
- Certificate of Good Standing from Minnesota SOS.
- Certificate from Mississippi SOS.
- Certificate of Good Standing from Missouri SOS.
- Certificate from New Hampshire SOS.
- Certificate from New Mexico SOS.
- Certificate from North Dakota SOS.
- Certificate from Ohio SOS.
- Certificate from Oklahoma SOS.
- Certificate from Oregon SOS.
- Certificate from Tennessee SOS.
- Certificate from Virginia SOS.
- Certificate of Good Standing from Washington DC SOS and many more.

All Licenses

- City of LA Business License, CA.
- San Jose Business Tax Certificate, CA.
- Ventura Business-Tax-Certificate, CA.
- Delaware Business License, DL.
- City of Gainesville Business Tax Receipt, FL.
- City of Clearwater Business License, FL.
- Hopkins County Business License, KY.
- City of Somerset Business License, KY.
- Lexington Business Certificate, KY.
- Illinois Authority to Business License, IL.
- Michigan Business Authority License, DL.
- Mississippi Foreign Registration Certificate.
- Missouri Registration, DL.
- Nevada Business License.



- New Jersey Business Registration Certificate.
- New Mexico Certificate of Authority.
- North Carolina Business Certificate.
- North Dakota Certificate of Authority.
- Ohio State Registration.
- Oklahoma Certificate of Authority, DL.
- Washington Business Registration Certificate.
- West Virginia Business Registration Certificate.
- Wisconsin Certificate of Authority and many more

Note: We have uploaded these documents in Supplemental Information tab



Proposal Form 5: Unresolved Findings for Recovery

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

<u>O.R.C. Chapter 9.24</u> prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is "unresolved" at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under <u>O.R.C. Chapter</u> <u>9.24</u> prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

Yes

🛛 No

M TRYFACTA

Proposal Form 6: Mandatory Disclosures

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. Mandatory Contract Performance Disclosure.

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. We do not have any information to disclose.

2. Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Not Applicable



Proposal Form 7: Dealer, Reseller, and Distributor Authorization

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- □ Yes
- 🛛 No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

M TRYFACTA

Proposal Form 8: Mandatory Supplier & Proposal Certifications

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.

I, Arman Dhar, Account Manager (VP of Operations) hereby certify and affirm that <u>Tryfacta, Inc.</u> has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

<u>AND</u>

I, Arman Dhar, Account Manager (VP of Operations), hereby certify and affirm that <u>Tryfacta, Inc</u>. is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

<u>AND</u>

I, Arman Dhar, Account Manager (VP of Operations), hereby certify and affirm that <u>Tryfacta</u>. Inc. is not on the list established by the Ohio Secretary of State, pursuant to <u>ORC Section 121.23</u>, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

<u>AND</u>

I, Arman Dhar, Account Manager (VP of Operations), hereby certify and affirm that Bidder Name either is not subject to a finding for recovery under <u>ORC Section 9.24</u>, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Arman Dhar, Account Manager (VP of Operations), hereby affirm that this proposal accurately represents the capabilities and qualifications of <u>Tryfacta</u>, Inc, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)



Proposal From 9: Clean Air Act & Clean Water Act

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:	ARUME A have
Printed Name:	Arman Dhar
Company Name:	Tryfacta, Inc.
Mailing Address:	4637 Chabot Drive, Suite 100, Pleasanton, CA 94588
Email Address:	rfp@tryfacta.com
Job Title:	Account Manager (VP of Operation)



Proposal From 10: Debarment Notice

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: Mailing Address:

Title of Signatory:

Signature

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

hal

Account Manager (VP of Operations)

M TRYFACTA

Proposal Form 11: Lobbying Certification

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by <u>Section</u> <u>1352</u>, <u>Title 31</u>, <u>U.S. Code</u>. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

Date:

Source A had 06/29/2023



Proposal Form 12: Contractor Certification Requirements

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:

our Aldal 06/30/2023

Date:



Proposal Form 13: Boycott Certification

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? _ AD

(Initials of Authorized Representative)

M TRYFACTA

Proposal Form 14 Federal Funds Certification Forms

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which mut be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.



Does Bidder agree? <u>AD</u>

(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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". The Act provides that each Supplier Partner or subrecipient must be 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.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)



5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Bidder agree? _ AD

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? <u>AD</u>

(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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 1966 Comp. p. 189) and 12689



(3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? <u>AD</u>

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree? <u>AD</u>

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including



profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or 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 from companies described in Public Law 115-232, section 889. 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 are also prohibited.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"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.

"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.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? <u>AD</u> (Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.



Does Bidder agree? <u>AD</u>

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

ARUM ALA

Printed Name: Company Name: Mailing Address: Job Title: <u>Arman Dhar</u> <u>Tryfacta, Inc.</u> <u>4637 Chabot Drive, Suite 100, Pleasanton, CA 94588</u> <u>Account Manager (VP of Operations)</u>

M TRYFACTA

Proposal Form 15: Arizona Contractor Requirements

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public	\boxtimes	Yes	
agencies in the State of Arizona?		No	

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.



Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? _ AD (Initials of Authorized Representative)

Date: _ 06/28/2023



Proposal Form 16: New Jersey Requirements

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

Does the awarded supplier intend to make their products and services available to public	\boxtimes	Yes
agencies in the State of New Jersey?		No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. <u>Ownership Disclosure Form (N.J.S. 52:25-24.2)</u>

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:	Tryfacta, Inc.
Street:	4637 Chabot Drive, Suite 100,
City, State, Zip Code:	Pleasanton, CA 94588

Complete as appropriate:

I, Ratika Tyagi, certify that I am the sole owner of Tryfacta, Inc. that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text, a partner in Click or tap here to enter text, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Click or tap here to enter text, an authorized representative Click or tap here to enter text, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name

Address

Interest



I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:

ARUM Ahar

Date:

06/21/2023



B. <u>Non-Collusion Affidavit</u> Bidder Name: Tryfact

Bidder Name: <u>Tryfacta, Inc.</u> Street Address: <u>4637 Chabot Drive, Suite 100,</u>

City, State Zip: Pleasanton, CA 94588

State of California

County of Alameda

I, Arman Dhar, residing in Danville in the County of Contra Costa, State of California, being of full age and duly sworn according to law on my oath depose and say that:

I am the Account Manager (VP of Operations) of the firm of Tryfacta, Inc. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education elies upon the truth of the statements contained in said bid proposal and in this affidavit are true and correct, in a made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature: Job Title:

Account Manager (VP of Operations)

Subscribed and sworn before me

day of

Notary Public of New Jersey My commission expires , 20_

SEAL

this

Please see attached California Jurat or Notarial Acknowledgment

Page | 34

20



CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of <u>Alameda</u>)
Subscribed and sworn to (or affirmed) before me on this <u>22</u> day of <u>UNR</u> , 20 <u>23</u> , by <u>Arman Dhar</u>
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
MANYU TYAGI COMM. #2424720 Notary Public - California Alameda County My Comm. Expires Nov. 1, 2026 (Seal) Signature Manyu Tyagi

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

B.	Nov	n Col	llusi	an	-Aff	ida	κil	
containing		pages, a	and date	d				

O form(s) of identifica	asis of satisfactory evidence: ation O credible witness(es) siled in notary journal on:
Page #	Entry #
Notary contact:	
Affiant(s) Thumbprint	(s) Describe:

© Copyright 2007-2021 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101884. Please contact your Authorized Reseller to purchase copies of this form



C. Affirmative Action Affidavit (P.L. 1975, C.127)

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

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

- 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> OR
- 2. A photo copy of their <u>Certificate of Employee Information Report</u> OR
- 3. A complete Affirmative Action Employee Information Report (AA302)

We have provided our Affirmative Action Employee Information Report (AA302) on the next page.

Public Work – Over \$50,000 Total Project Cost:

Mo approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

□ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature:

0	
Title of Signatory:	Account Manager
Date:	06/21/2023

P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment,



without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

D. <u>C. 271 Political Contribution Disclosure Form</u>



PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html).

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.



CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee^{*}
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - $\circ \quad$ of that county in which that public entity is located
 - \circ of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

 1 <u>N.J.S.A.</u> 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information



Vendor Name: Tryfacta, Inc.		Tryfacta, Inc.		
Address: 4637 Chat		Chabot Drive, Suite 100),	
City: Pleasanton		State:CA	Zip:94588	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of <u>N.J.S.A.</u> 19:44A-20.26 and as represented by the Instructions accompanying this form.

Arum the have	Arman Dhar	Account Operation	(VP	of
Signature of Vendor	Printed Name	Title		

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to $\underline{N.J.S.A.}$ 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

Check here if the information is continued on subsequent page(s)



Continuation Page C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To <u>N.J.S.A.</u> 19:44A-20.26 Page ____ of _____

Vendor Name: Tryfacta, Inc.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Check here if the information is continued on subsequent page(s)



List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business: Tryfacta, Inc.

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

□ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Name: Stockholder Name	Name: Stockholder Name	
Ratika Tyagi, CEO (100%)		
Home Address: 7137 Aubrey Way, Dublin CA 94588	Home Address:	
Home Address	Home Address	
Name: Stockholder Name	Name: Stockholder Name	
Page 41		



Home Address:	Home Address:
Home Address	Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address:	Home Address:
Home Address	Home Address
Subscribed and sworn before me this day of	Anthe
, 2	(Affiant)
(Notary Public)	Arman Dhar, Account Manager (VP Of Operations)
	(Print name & title of affiant)
My Commission expires:	(Corporate Seal)
	(corporate sear)
Please see attached California Jurat or Notarial Acknowledgment	CORPORT CORPORT SEAL SEAL AWARE



CALIFORNIA JURAT

	itity of nd not
the truthfulness, accuracy, or validity of that document. State of California County of Alameda)	
Subscribed and sworn to (or affirmed) before me on this of, 20, by	
proved to me on the basis of satisfactory evidence to be the perso who appeared before me.	, on(s)
COMM. #2424720 Notary Public - California Alameda County My Comm. Expires Nov. 1, 2026	Manyu Tiyagi
Optional Informa although the information in this section is not required by law, it could prevent fraudulent reind and may prove useful to persons relying on the attached document.	tion
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Description of Attached Document	
Description of Attached Document	Additional Information Method of Affiant Identification Proved to me on the basis of satisfactory evidence: O form(s) of identification
Description of Attached Document This certificate is attached to a document titled/for the purpose of	Additional Information Method of Affiant Identification Proved to me on the basis of satisfactory evidence: o form(s) of identification Notarial event is detailed in notary journal on: Page # Entry #
Description of Attached Document This certificate is attached to a document titled/for the purpose of E. Stockholder Disclosure	Additional Information Method of Affiant Identification Proved to me on the basis of satisfactory evidence: O form(s) of identification Notarial event is detailed in notary journal on: Page #Entry # Notary contact:
Description of Attached Document This certificate is attached to a document titled/for the purpose of E. Stockholder Disclosure	Additional Information Method of Affiant Identification Proved to me on the basis of satisfactory evidence: o form(s) of identification Notarial event is detailed in notary journal on: Page # Entry #

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Proposal Form 17: General Terms and Conditions Acceptance Form

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

 \boxtimes We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Click or tap here to enter text.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)



Proposal Form 18: Equalis Group Administration Agreement Declaration

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

<u>Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis</u> <u>Group and the Winning Supplier will occur after contract award.</u>

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. Attachment A - Sample Administration Agreement defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

<u>Redlined copies of this agreement should not be submitted with the response.</u> Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

Bidder agrees to all terms and conditions outlined in the <u>Attachment A - Sample Administration Agreement</u>.

Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.



Proposal Form 19: Master Agreement Signature Form

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Tryfacta, Inc.
Address	4637 Chabot Drive, Suite 100,
City/State/Zip	Pleasanton, CA 94588
Phone Number	925-640-3641 & 408-893-5500
Email Address	_rfp@tryfacta.com
Printed Name	Arman Dhar
Job Title	Account Manager (VP of Operations
Authorized Signature	ARUM A have

Initial Term of the Master Agreement

Contract Effective Date:	September 1 , 2023
Contract Expiration Date:	August 31, 2027
Contract Number:	COG-2148E
•	/

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc. 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139 Equalis Group, LLC. 5550 Granite Parkway, Suite 298 Plano, Texas 75024

	Can Men
By:	Eric Merkle (Oct 18, 2023 12:50 CDT)
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	Oct 18, 2023

Agreement - Tryfacta & CCOG (Master) - 2023.09.01

Final Audit Report

2023-10-18

Created:	2023-10-18
Ву:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADT8ZtruOmuBkVz26pT1ucYbUt0o4pleS

"Agreement - Tryfacta & CCOG (Master) - 2023.09.01" History

- Document created by David Robbins (drobbins@equalisgroup.org) 2023-10-18 - 5:45:01 PM GMT- IP address: 23.126.70.39
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- Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett 2023-10-18 - 5:48:48 PM GMT- IP address: 64.85.173.2
- Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org) Signature Date: 2023-10-18 - 5:48:50 PM GMT - Time Source: server- IP address: 64.85.173.2
- Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature 2023-10-18 - 5:48:53 PM GMT
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- Document e-signed by Eric Merkle (emerkle@equalisgroup.org) Signature Date: 2023-10-18 - 5:50:08 PM GMT - Time Source: server- IP address: 216.201.207.58
- Agreement completed. 2023-10-18 - 5:50:08 PM GMT