



22nd Century Technologies, Inc.

CMMI Level 3 | ISO 27001 | ISO 20000 | ISO 9001

Response to Request for Proposal RFP# R10-1105

Staffing Services and Related Solutions

Due Date: 10/02/2020, 2 P.M., CST

An unredacted version of this RFP response can be provided upon request of Equalis Group or 22nd Century Technologies.

Submitted to:



Education Service Center, Region 10
400 E Spring Valley Rd.,
Richardson, TX 75081

Attn.: Ms. Sue Hayes, Chief Financial Officer
Phone: (972) 348-1110

Submitted by:

22nd Century Technologies, Inc.

Local Office: 700 Lavaca St., STE 1401 Austin, TX 78701

Headquarter: 8251 Greensboro Drive, Suite 900, McLean, VA 22102

TSCTI claims that information contained in our proposal is confidential and proprietary. We believe that the data contained in the proposal like contact information of proposed staff, technical and management approach, proposed subcontractor and price quote. Disclosure of these information can be used by our competitors to under-price us on future bids, reverse-engineer aspects of TSCTI 's approach, lure away subcontractors or key employees. Thereby we request the government to provide us the opportunity to provide a redacted copy of our response for FOIA and protecting the undue advantage of FIOA disclosure.



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Cover Letter

Oct 2, 2020

Education Service Center, Region 10

400 E Spring Valley Rd
Richardson, TX 75081

Attn: Sue Hayes,

22nd Century Technologies, Inc. (TSCTI) is pleased to respond to the Education Service Center, Region 10 (Region 10 ESC), RFP R10-1105, titled “Staffing Services and Related Solutions”, that requires qualified firms to provide a complete and comprehensive offering of Staffing Services and Related Solutions.

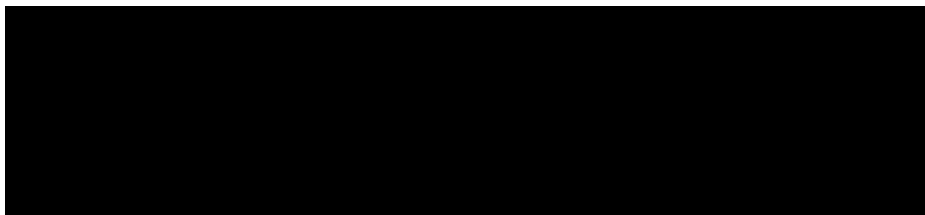
Incorporated in 1997 in New Jersey, TSCTI is a nationwide Staffing Services and Related Solutions provider. We have more than **23 years** of experience in providing various services on strategic initiatives and optimal solutions to various Local, State and Federal governments. Our services are certified at Capability Maturity Model Integration (CMMI) Level 3, International Organization for Standardization (ISO) 9001:2015, 20000-1:2011, and 27001:2013 and based on PMBoK and ITIL standards. [REDACTED]

[REDACTED]

[REDACTED].

We acknowledge and agree to all rules, procedures, terms, and conditions specified in this RFP. We also acknowledge that we have received Q&A released by the Region 10 ESC. We have limited our response to the specific items described in the solicitation and strongly believes that our response meets the requirements of the Region 10 ESC, if Region 10 ESC determines that TSCTI’s response is deficient in any way, we respectfully request to be promptly notified and be given the opportunity to correct any such deficiency. Should you need additional information on these or any other services, please contact us on our contact information provided below. We look forward to a mutually rewarding partnership.

Authorized Signatory,





Open Records Policy Acknowledgment and Acceptance

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

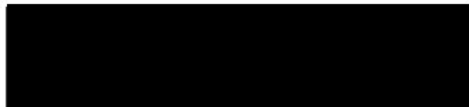
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

10/1/2020

Date





Appendix A: Questionnaire

Company Profile

1. What is your company's official registered name?

22nd Century Technologies, Inc.

2. What is your company's Dun & Bradstreet (D&B) number?

02-8619588

3. What is/are your corporate office location(s)?

- 8251 Greensboro Drive, Suite 900, McLean, VA 22102
- 700 Lavaca St., STE 1401, Austin, TX 78701

4. Please provide a brief history of your company, including the year it was established.

22nd Century Technologies Inc. incorporated in 1997 is staffing services and related solution providers to various K12, College Districts, Universities, Cities, Counties, Local, State and Federal government customers. We bring more than twenty-three (23) years of capability in delivering and managing staffing projects in a timely manner (often ahead of schedule). Since our inception, we have successfully acquired, managed and delivered a variety of services (the majority of these being very similar to the Region 10 ESC's requirements).

Legal Business Name:	22nd Century Technologies, Inc.
Headquarter:	8251 Greensboro Drive, Suite 900, McLean, VA 22102
Local Office:	700 Lavaca St., STE 1401, Austin, TX 78701
Ownership Structure:	Corporation
Year of Establishment:	March 1997
State of Incorporation:	New Jersey
#. of Years in Business:	23+ Years
Website Address:	www.tscsled.com

TSCTI Services Rage includes

Staffing Services

TSCTI has experience in providing staffing services in various areas including but not limited to the Education, Laborers, Nursing, Engineering & Technology, Accounting & Finance, Human Resources, Office, Clerical & Administrative, Call Center & Customer Service, Creative & Marketing, Industrial & Manufacturing, Medical & Science, Retail & Sales, Transportation and many more.

Consulting Services

Our industry-specific project expertise includes engineering, science, and information technology. As an alternative to traditional staff augmentation, we develop and properly manage SOW-based initiatives. Our best-in-class project management methodologies, support systems, and subject matter and vertical expertise provide the client with a high-quality, focused approach to project/SOW-based initiatives. We are known for our scalable project development, deployment, and global talent delivery and we remain focused on client time, scope, and budget to deliver results that boost the client's bottom line.

Managed Service Solutions

TSCTI offers Managed Service Solutions to manage all parts of their contingent workforce through our Managed Service Programme. Under this, we offer program management, reporting and tracking, supplier selection and management, order distribution and even consolidated billing. Clients can also keep the management of their contingent and freelance workforce in-house by using our Vendor Management System.



Temporary-to-Hire Services

TSCTI provides the benefit of hiring a temporary employee to its clients. This process allows temporary staff to be hired. The policy for a temp to be hired by our client if required depends on the length of time the temporary staff is working on the contract. After 3 months of work, we can hire the temporary at no additional charges. We are currently offering temporary to hire services to various government [REDACTED]

Payroll Services

We offer payroll services to clients that utilize their resources to recruit talent but wish to outsource the Human Resources tasks associated with that talent. We have developed unique processes to handle large volumes of payrolled employees while remaining a strong resource to our customers for all matters related to the usage of labor. Furthermore, our Payroll Coordinators do not directly handle fulfillment or staffing activities, allowing for a clear delineation between payroll activities and staff augmentation. [REDACTED]

Our payroll management services allow our clients to take human resources management to a higher level. With our extensive range of services, clients can take advantage of a payroll process that is timely and accurate. [REDACTED]

Recruitment Services

TSCTI holds expertise in providing Recruitment Services to various government agencies across the nation. Unlike recruiters at many staffing companies, TSCTI is staffed with specialists who understand how today's workforce wants to work, and who have the expertise to make it happen. For our clients, this means that staffing for your specialty positions will be supported by a group of industry experts who can identify those passive candidates that makeup 80% of the working community not actively seeking employment. By aligning our recruiters with specialization, we will leverage their shared experience, networks, and best practices to expand our reach into each specific talent community and build robust talent pipelines. [REDACTED]

TSCTI's Awards and Recognitions

- 3rd rank in NJ Fast 50
- Top 10 most promising SharePoint Solution Provides of 2019 by CIO Review magazine
- 10-Time Inc. 5000 Honoree
- Washington Technologies ranks TSCTI 12th fastest-growing Government Business
- Inc. 500 rank TSCTI 86th fastest-growing NJ company
- 10-Time Inc. 500 Honor Roll Award
- Top Diversity Owned Business in the USA
- CRN 100 fast growth
- Top 500 diversity business in the nation
- Top 500 Global Software Magazine award for the fastest-growing company
- Forbes Best Software company to work
- 1071 Rank on Inc. 5000 list of the fastest-growing private companies in America



Financial Qualification



22nd Century's overall experience with higher education in all over the USA

[illegible]

State	Agency and Contract Name
AL	Montgomery Housing Authority Temporary Staffing Services
AZ	City of Flagstaff Temporary Personnel Services
AZ	Maricopa County Project Based Technology Consultants
AZ	Phoenix Union High School District, Temporary Staffing
AZ	Roosevelt School District Technology, Computer and Network Services
AZ	Arizona Commerce Authority IT Professional Services
AZ	City of Phoenix Aviation Department IT Staffing Services



AZ	Pima County Information Technology Staffing Services
AZ	Pima Community College Multiple Award Standby Agreement for Services
AZ	Clay County Temporary Staffing Services
CA	Santa Clara Valley Water District Temporary Workers
CA	State of California Multiple Award Schedules (CMAS)
CA	County of San Bernardino Temporary Staffing Services
CA	County of San Bernardino IT Staffing Services
CA	County of Santa Clara Social Services Information Technology Temporary Staffing
CA	Los Angeles County Metropolitan Transportation Authority IT Services Bench
CA	San Diego Association of Governments, On-Call Temporary Staffing Services
CA	Sierra Joint Community College District IT Consulting & Technical Services
CA	State of California, Dept. of General Services, IT Consulting Services
CA	The Los Angeles County Office of Education, Temporary Information and Technology Professionals
CA	The Metropolitan Water District of Southern California On-Call IT Project Mgmt. Services
CA	The Superior Court of California, County of Orange Temporary Staffing Services
CA	Master Agreement for technical staff augmentation
CA	Orange County Sanitation District Temporary Employment Services
CA	AC Transit, Temporary Staffing Services
CA	County of Ventura Temporary Staffing Services
CA	The County of Sacramento Information Technology (IT) Staffing
CA	City of Anaheim - Temporary Agency Services
CA	Oakland Housing Authority Application and Network Consultants
CA	Superior Court of Los Angeles IT Temporary Staff Augmentation, Recruitment & Examination Services
CA	The City of Sunnyvale Temporary Personnel Placement Services
CA	Peninsula Corridor Joint Powers Board & San Mateo County Transit District On-Call Temporary Staffing
CA	The Metropolitan Water District of Southern California On-Call Information Technology Project Management
CO	Douglas County School District IT Staff Augmentation and Consulting Resources
CO	Adams 12 Five Star Schools IT Staffing Services
CO	Douglas County Government IT Staff Resources
CO	Jefferson County Public Schools Professional Technical Staffing Services
CO	The County of Boulder Information Technology Staff Augmentation
CO	Douglas County Government Cyber Security Staffing Resource Providers
CO	Douglas County Government Managed Cyber Security Services
CT	State of Connecticut IT Consulting Services for Oracle/PeopleSoft
CT	State of Colorado Temporary Clinical Staffing
DC	Washington Metropolitan Area Transit Authority (WMATA) IDIQ For IT Consulting Services
DC	District of Columbia Water and Sewer Authority (DC Water) Temporary Staffing
DE	New Castle County Government Information Technology Services
DE	State of Delaware Department of Technology and Information
DE	State of Delaware (Non-IT) Temporary Employment Services
FL	Broward County Sheriff's Office Library of Professional Information Technology Services
FL	Orange County Public Schools, Information Technology temporary labor Services
FL	DMA Department of Military Services FL Temporary Employment Services
FL	State of Florida, Department of Management Services IT Staff Augmentation Services
FL	Jackson Health System IT Consulting and Professional Services
FL	Palm Beach County Professional Services Staffing for Information System Services
FL	The City of Ocala Temporary Personnel Services
FL	The School Board of Broward County (SBBC) Technical Contract Staffing & Consulting Services
FL	University of Central Florida IT Engineering Staff Augmentation
FL	University of Central Florida-Temporary Labor Services
FL	Miami Dade County Contract Employee Services
GA	Georgia Institute of Technology (GTRI) DoD Security Rated
HI	Professional Services Related to Information Technology
HI	Hawaii Department of Human Services Enterprise System Specialized IT Services



ID	State of ID, IT Staff Augmentation
IL	Chicago Public Schools Temporary Staffing Services
IL	City Colleges of Chicago Technical Staff Augmentation Services Vendor
IL	Cook County IT Consulting Services - Non-Target Market
IL	Illinois State Police (ISP) Temporary Services for Agency Defined Positions
IL	IT Consulting Services - Non-Target Market
IL	Regional Transport Authority Project Management Services
IL	State of Illinois – Dept. of Central Management Services IT Resources Provider Master Terms
IL	Temporary Employee Provider-Kane County
IL	The Chicago Transit Authority (CTA) Temporary Staffing Services
KS	State of Kansas (Statewide) Staff Augmentation
KS	Unified Government of Wyandotte County, Professional IT Services
KY	Temporary Personnel & Direct Hire Placement Services Louisville Water Company
KY	Deliverables-Based Information Technology Services (DBITS) Commonwealth of Kentucky
LA	State of Louisiana (Statewide) IT Strategic Sourcing Services
MA	University of Massachusetts Medical School, IT Staff Augmentation Services Master Service Agreement
MA	University of Massachusetts IT Staff Augmentation Services
MA	State of Massachusetts ITS63 - IT Services
MA	State of Massachusetts IT Project Services (ITS53)
MD	Maryland State Board of Elections
MD	Prince George County Consulting and Technical Services (CATS II)
MD	State of Maryland Consulting and Technical Services+ (CATS+) Master Contract
MD	Washington Suburban Sanitary Commission, Information Technology Support, Basic Ordering Agreement
MD	Baltimore County Public Schools (BCPS) Contracted Information Technology Staffing Services
MD	Baltimore County Public Schools (BCPS) Technology Support Staffing Services
MD	Maryland Health Benefit Exchange (MHBE) IT Consulting & Technical Support
MD	Maryland Department of Education (MDOE) Temporary services
MD	Montgomery College Information Technology Contracting Services
MI	Wayne County Airport Authority (WCAA) Information Technology Staffing and Project Services
MI	Oakland County IT professional services
MI	City of Dearborn Temporary Employment Service
MI	Detroit Public Schools Community District IT Staff Augmentation
MI	Department of Technology, Management & Budget (DTMB) Temporary Employment Services
MI	State of Michigan DTMB - MI Information Technology Professional Services
MN	State of Minnesota SITE (Seeking IT Expertise) Program
MN	City of Minneapolis IT Staff Augmentation Consulting Pool
MN	Hennepin County IT Consulting Services
MT	State of Montana Master Contract for IT Services
NC	Wake County Government Temporary Staffing Services
NC	Mecklenburg County IT Professional Staffing Services
NC	City of Durham Temporary Staffing
NC	Wake County Government Temporary Staffing Services
ND	State of North Dakota IT Professional Services Contract
NE	State of Nebraska Temporary Professional Employment Services
NH	State of New Hampshire Advanced Temporary Technical Services (CATTS)
NJ	Rowan College Temporary Staffing Services
NM	State of New Mexico Value Point Temporary Employment Services
NM	Cooperative Educational Services (CES) Temporary employment Services
NM	State of New Mexico PeopleSoft & PeopleSoft Maintenance, Support & Related Services
NM	University of New Mexico IT Services, Staffing/Contract-To-Hire IT Personnel
NV	City of Las Vegas Temporary Staffing Services
NV	Clark County Contract for Tier 1 Support for Personal Computer
NV	State of Nevada MSA 2074 IT Staff Augmentation
NV	University of Las Vegas Temporary Staffing Services



NV	Washoe County Temporary Employment Services
NY	Metropolitan Transportation Authority (MTA) IT Consulting Services
NY	Nassau County Supplemental Staffing
NY	New York Power Authority (NYPA) IT Temporary Staffing Services
NY	New York State Homes and Community Renewal, Professional Temporary Staffing Consultant Services
NY	New York State Office of General Services, Project Based Information Technology Consulting Services
NY	NYSERDA - New York State Energy Research & Development Staff Augmentation
NY	OTDA Temporary Personnel Services
NY	Long Island Power Authority (LIPA) Information Technology Services
NY	Financial Information Services Agency and Office of Payroll Administration IT and other Consultant Services
NY	Governor's Office of Storm Recovery (GOSR) Temporary Staffing Services II
NY	(UNICEF) LTA--Temporary Staffing Services (Administrative Assistants)
NY	UNDP ICT Operations Services
NY	UNICEF Long Term Agreement for provision of Temporary Staff
NY	United Nations Development Programme, Provision of Drupal Development Services & theme development
OH	State of Ohio - Department of Administrative Services Computer Hardware, Software, and IT Services
OH	(City of Dayton) Temporary Technical Professional Services
OR	City of Salem Temporary Information Services Personnel Support
OR	Jackson County Temporary Staffing Services
PA	Port Authority of Allegheny County IT Consulting Services
PA	Housing Authority of the City of Pittsburgh Temporary Staffing
PA	Commonwealth of Pennsylvania Master Information Technology (IT) Services Invitation to Qualify (ITQ)
PA	Pennsylvania's State System of Higher Education, Temporary Personnel Services
RI	State of Rhode Island Personnel Services, Temporary
RI	State of Rhode Island Computer Technical Support Services Master price agreement ("MPA")
SC	State of South Carolina Information Security and Privacy Services
SC	University of South Carolina Accounting Services
TX	(SAWS) Temporary Employee Services for Information Systems Positions
TX	Birdsville Independent School District Temporary Technology Service Workers
TX	City of Huston IT (Infrastructure) Managed Services
TX	Fort Bend Independent School District Temporary Staffing Services
TX	Fox Valley Technical College Temporary Staffing Services
TX	Gulf Coast Community Services Association Temporary Staffing Services
TX	Harris County Department of Education, Texas Temporary Personnel Staffing Services
TX	Housing Authority of El Paso Temporary Employment Services
TX	Houston-Galveston Area Council (H-GAC) Temporary Staffing, Direct Hire and Other Employer Services
TX	Huston Independent School District (HISD) IT Consulting Services
TX	Lewisville Independent School District Temporary Workers
TX	San Jacinto Community College District Temporary Staffing Services
TX	State of Texas - Texas Department of Information Resources (DIR) IT Staffing Services (ITSAC)
TX	Texas Comptroller of Public Accounts, Staff Augmentation Services
TX	Tarrant County, Temporary Staffing Services
TX	El Paso Waters Utilities Temporary Employment Services Contract
UT	Salt Lake County Temporary HR Staffing Services
UT	Utah Transit Authority IT Professional & Technical Services
VA	Virginia Housing Development Authority (VHDA) Staff Augmentation Contract No. 208
VA	(Fairfax County Public Schools) IT Network Technical Consulting
VA	Hampton Road Transit Technology Staffing Services
VT	State of Vermont - Temporary Employment Services
VT	State of Vermont Pre-qualification of Information Technology Services
WA	City of Redmond Temporary Employee Services
WA	Community Transit Temporary Staffing Services
WA	Washington Electronic Business Solution (WEBS) IT Professional Services
WA	Wake County Government Temporary Staffing Services



WA	Central Washington University Information Technology Consulting and Support Services
WA	Seattle Public Schools Temporary Staffing Roster
WA	University of Washington - Medicine (UW Medicine) IT Analysis and Development Services
WI	Employee Trust Fund (ETF) Staffing Services for Professional Positions
WI	State of Wisconsin Non-IT Temporary Help Services
WI	Walworth County Information Technology Consulting Services
WI	Waukesha County Temporary Employment Services Bid
IL	American Bar Association Temporary Staffing Services
MO	State of Missouri Temporary Medical Personnel Services
NJ	County of Somerset New Jersey Temporary Employment

5. Who is your competition in the marketplace?

[REDACTED]

6. What are your overall annual sales for last three (3) years?

The overall annual sales for the last 3 years are

2017	2018	2019
[REDACTED]	[REDACTED]	[REDACTED]

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

The overall public sector sales, excluding the Federal Government, for the last 3 years are

2017	2018	2019
[REDACTED]	[REDACTED]	[REDACTED]

8. What differentiates your company from competitors in the public sector?

What makes TSCTI different is that it not only meets the staffing needs of its clients, but it also offers its candidates a diverse set of employment options. Although growing, we still maintain a set of values that allows it to be recognized and admired by the clients. TSCTI has experience of more than 30 educational institutes which makes us different from other competitors. We are a CMMI level 3 company with a business presence in 49 states.

- **Nationwide Presence:** We have a nationwide business presence with more than 250 public agencies.
- **Experience with Educational Clients:** TSCTI is currently working with 30+ educational clients and has experience with K-12, School Districts, Colleges and Universities across the nation.

- [REDACTED]

- **ISO 9001:2015 compliant recruitment process:** We have an ISO compliant recruitment process, which makes us capable to provide requested services.

- [REDACTED]

- [REDACTED]

- **Turnaround Time:** TSCTI has a turnaround time of 4 hours per candidate. We have a total of 250+ domain-specified recruiters with the advantage of 5 electronic resume bulletin boards - Monster, Dice, Corp to Corp, LinkedIn, and CareerBuilder.



- **Training Program:** We provide customized training programs related to skills, timesheet, safety, etc.
- [REDACTED]
- **Resume Database and domain specified recruitment teams:** We have over 5M highly proficient and experienced candidates of various skill levels and services in our resume database. We keep updating our resume database to meet the client's immediate requirements; it takes us 4-8 business hours to provide 3-4 qualified resumes per position when required. If there is a case of unsatisfactory work performance, disruptive behavior in the work environment, ill health, and unsuitable work profile for the assigned tasks and for any other reasons involved to terminate the staff, within a maximum period of 1 day.
- **Full Staff Automation:** TSCTI provides competitive tools for full staff automation which helps to reduce time-to-hire. Engage the right candidates and make more placements within one integrated system.
- **Domain Specified Recruitment Team:** TSCTI has a team of 150+ recruiters (across levels & domains) with a mix of resourcing background.
- **Dedicated Account Management Team:** TSCTI's account management approach for handling staffing contracts ensures that contract requirements and goals are well supported. For Region 10 ESC, we will assign a local team to ensure the right delivery of services.
- [REDACTED]
- **Sourcing Methodologies:** Our sourcing methodologies have helped us develop a tuned process to get a diverse pool of qualified and equipped candidates meeting the client's needs. Our search capability entails all necessary industry experience, strong relationships at the national level and wide access to a database of candidates.
- **Brand Recognition:** Because of our excellent past performance and D&B rating, TSCTI has greater aided building brand consciousness in the industry than other firms.
- **E-On-Boarding:** E-On-boarding of candidates is managed by Applicant Tracking System (JobDiva) owned by TSCTI. During this phase, we share the candidates' documents with the client and coordinate start date, security check and other formalities with the client and candidate. During this phase, we will also conduct a new hire orientation, ethics training and we interact with the employees to educate about our work culture and benefits.

9. Please provide your company's environmental policy and/or sustainability initiative.

TSCTI works with a wide variety of clients but it especially seeks out businesses that are committed to values beyond profit. It's our goal to do business the way we live: by using no more than we need, respect those around us and tread lightly with a small footprint. Although this is hard to accomplish in the modern world; we believe that design, creativity and innovation can drive change, generate new ideas and leave things in a better state than the way we found them. Through its Go Green Policies also known as Environmental Policy, TSCTI is committed to save the environment and contribute towards making Earth a better place to live in. Outlined below is the green code of practices that we follow:

- **Electricity and save energy:** Turn off lights and air conditioners whenever not in use and when leaving the office or conference room. It is of primary attention to save energy while we are not using it. Before logging out, TSCTI employees must unplug electronic devices and shut down systems to save energy.
- **Day Lighting:** Use natural light at the office whenever possible.
- **Recycling:** We recycle waste papers and reuse materials at every opportunity.
- **Partners:** TSCTI commits to align with green suppliers and partners.
- **Saving miles/ gas/ petrol:** We encourage employees to have virtual meetings, web conferences rather than traveling to meetings.
- **Save Trees/ Paper:** TSCTI encourages using emails instead of using paper; using e-method to note things; minimize the number of printed materials & direct mail we use. At TSCTI we use minimalistic printing and embed the following into our email signatures to remind us and others of saving trees. "Please consider the environment before printing this e-mail". When the paper is necessary, we photocopy on both sides and use old papers for scrap paper.
- **Digital/ Cloud storage:** To cut down paper usage and reduce clutter, digital/ cloud storage solutions are followed across TSCTI.
- **Avoid Plastic Bags:** Our employees use bags that can be recycled, preferably reusable cloth bags instead of plastic bags.
- **Bi-annual Green Earth Campaign:** At TSCTI we conduct an awareness campaign aligned with our Go Green policy twice in a year.



- **Training:** Every quarter we train our staff on how to be responsible for corporate green citizens.
- **Save water:** TSCTI employees are mindful of utilizing water in the best manner possible.
- **Conduct Annual Go Green Surveys:** TSCTI employees are encouraged to make suggestions on how we can be a “Greener and environment friendly” company and to use natural resources efficiently and effectively.

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

- ☒ Yes
☐ No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

- ☐ Yes
☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

11. Diversity Vendor Certification Participation - It is the policy of some entities 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

☐ Yes ☒ No

List certifying agency: _____

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: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____



Pricing/Services Offered

12. Were all services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

13. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

☒ Yes

☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

14. Does pricing submitted include the required administrative fee?

☒ Yes

☐ No

15. Define your standard terms of payment

Net 30

16. Describe how pricing is determined. This includes how employee pay rates are determined, how your markups are determined and what visibility public agencies will have in these calculations.

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]



17. Some Federal grant programs that will be used for these services require that no more than 10% of the total cost to the participating agency be charged to cover administrative costs not directly related to servicing the participating agency. Examples of such charges could be charges covering the company's overall background check program rather than the specific background checks required to fulfill the staffing needs of the participating agency, or charges to cover company taxes rather than taxes directly associated with servicing the participating agency.

☒ Yes

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Performance Capabilities

18. States covered - Respondent must indicate any and all states where products and services are being offered.

☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |

☒ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | | |
|--|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of
Micronesia | <input type="checkbox"/> Northern Marina
Islands | |
| <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico | |

19. List the number and location of offices, or service centers for all states being proposed in solicitation.

TSCTI has more than 40 facilities located across the nation. To serve this contract, TSCTI is proposing Texas-based local office located at **700 Lavaca St., STE 1401, Austin, TX 78701** supported by our headquarter located at **8251 Greensboro Drive, Suite 900, McLean, VA 22102.**

20. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input checked="" type="checkbox"/> Other <u>Staffing Services and Related Solutions</u> |

21. Provide relevant information regarding your staffing placement process including how an agency would place an order, and the ability for purchasing agencies to verify they are receiving contract pricing.

TSCTI Staffing Placement Process

After award, TSCTI will provide a dedicated email and phone line to the Region 10 ESC for Staffing Placement. The agencies may place the order as per their preference. Our dedicated Account Management team for the Region 10 ESC will be directly accessed through emails and phone calls. As we are utilizing both email and calls for receiving the requirements from our other clients, we are familiar and our staff is experienced to receive the request through email and calls and providing the staff as per the requirement.





Being a services provider, TSCTI utilizes a proprietary contract management portal that is handled by a dedicated Account Management Team. The purchasing agencies may ask for the verification of pricing anytime throughout the contract. By utilizing the contract management tool, TSCTI can provide the contract documents and proposed pricing immediately to the requisitioning agency.

22. Provide staffing placement fill rates and average timeframes met.

[REDACTED]

23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

[REDACTED]

24. Describe your company's conflict resolution strategy, both with staffers provided by your company and with customers.

TSCTI recognizes the importance of fairness and objectivity in government contracting and holds these values as central to our own corporate culture and philosophy. This corporate perspective is evidenced in a robust set of TSCTI policies and procedures that allow us to proactively manage potential Conflicts of Interest (COI) whether it is related to employees or customers

TSCTI has developed its deep expertise in COI by working extensively with industry experts, legal counsel and the US Agency for International Development (USAID). This collaboration has produced a COI management system that is fully consistent with the requirements of the US government and provides a comprehensive approach to identifying and addressing any COI concerns as they arise by customer or employee. Using a range of COI mitigation measures long accepted by the US government, such as firewalls and the use of non-conflicted subcontractors, TSCTI ensures that the principles of fairness and objectivity are upheld while fully meeting the needs of our clients – needs that include the delivery of highly rigorous services that are designed and implemented to be fully independent.

COI is a serious procurement issue that contractors must understand and address. Our ability to identify COI's early and our tested COI procedures, make it easy to mitigate or neutralize any COI's that might arise under TSCTI's contracts.

25. Describe your company's hiring and vetting process, and how your company assures that only high quality professionals are fulfilling the staffing needs of your customers. Specifically include your company's background check policy and procedure.

To hiring and vetting the professional and assures that only high-quality professionals are fulfilling the staffing needs of our customers, TSCTI utilizes its proven and ISO compliant 10 Step Recruitment Process. Staffing is a TSCTI core competency executed according to best practices developed through industry analysis and optimization. Once we get a mandate to work on, our qualified and experienced team of recruiters start a study of our client and the scope of work. During the evaluation phase, all applicants are required to go through a detailed screening, testing, and interview process before assigning them to any project or position. For sourcing quality resources, *TSCTI's ISO 9001:2015 compliant ten-step recruiting framework* also referred to as our recruitment productivity process breaks recruitment down into ten clearly-identifiable steps. The factors that make our process unique are the way we execute these steps and TSCTI's long-established, proven staffing experience.



Our 10-step process ensures that we provide the right employees to the Region 10 ESC. The below-mentioned table demonstrates each step and responsibilities.

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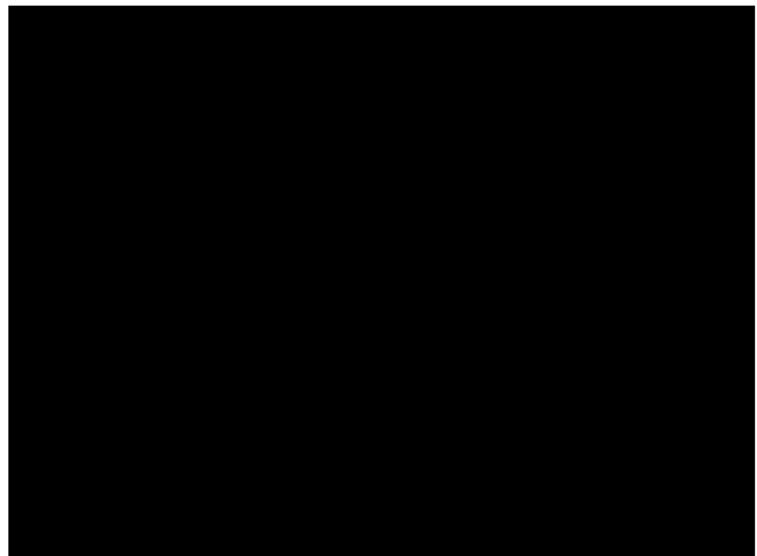


➤ [REDACTED]	
[REDACTED]	
[REDACTED]	
■ [REDACTED]	[REDACTED]
■ [REDACTED]	[REDACTED]
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■ [REDACTED]	[REDACTED]
■ [REDACTED]	[REDACTED]

TSCTI's well-defined recruitment process ensures that we are able to attract the best talent available at competitive rates, thus providing highly qualified personnel on time so that Region 10 ESC expectations are always met and often, exceeded. Through experience, TSCTI has in place a detailed and proven process to select and manage employees and ensure the selection of the best resources with proven experience and a history of customer satisfaction. For Region 10 ESC, we will consult with the Region 10 ESC's Contract Manager to determine which of the incumbent staff are to be retained. Depending on requirements, we will augment any personnel gaps as and when required. To fulfill resource requirements and provide the best candidates by ensuring maximum possible conformance to Region 10 ESC's set of requirements, we use our Reactive Approach described below.

TSCTI's Reactive Approach

The work is initiated as soon as we get the requirement from the Region 10 ESC. The requirement is immediately entered into our centralized recruiting portal, JobDiva. Our Account Manager understands the requirement of the Region 10 ESC based upon the task order received from them. This includes an understanding of the requirements, SOW, qualification, experience, mandatory and desirable skill set requirement. Our Account Manager will draft a requisition about the requirement and submits the requirement in JobDiva along with sending it to the recruitment manager.





From there, the recruitment team will source the candidate using one of the following sources. [REDACTED]

- **Internal Resume Database:** [REDACTED]
- **Job Sites:** TSCTI has accounts with popular job websites, such as *Monster, Dice, Indeed, CareerBuilder, etc.* This provides access to a wide pool of resources across the nation.
- **Advertisement:** TSCTI posts all the requirements on our website and with other government employment agencies.
- [REDACTED]
- **Internal Referrals:** In parallel, we share the requirements with our employees by posting them on our internal web site for internal referrals.
- **Local Employment Posting Papers and Websites:** We understand that many candidates review free employment-related websites (e.g. Craigslist) and papers that can be found in local establishments and many support organization's missions and we post on these sources.
- [REDACTED]
- [REDACTED]

Screening of the Candidate(s)

TSCTI has streamlined the screening process with the goal to make a successful match for the Region 10 ESC. TSCTI full-service Talent Acquisition Team (TAT) screen the candidate's qualifications for the position. Our TAT comprises:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

TSCTI build and execute a quality screening process that significantly improves our chances of identifying the candidates who are the right fit for the position and who integrate well. We conduct screening at different stages such as in-person interviews, assessments and detailed reference checks. Our goal of a quality screening process is to make a successful match for our clients and therefore, we ensure to consistently provide better staffing support services.


The first step in our interview methodology is short-listing of qualified resumes by Recruiters. At this stage, the Recruiters conduct **first-level screening** by juxtaposing a Job Description with our exhaustive Question Bank. The TSCTI proprietary **Questions Bank** includes thousands of domain-specific questions and skill-set. A Recruiter also must verify the contents of a resume for authenticity by conducting **reference checks** and a thorough HR evaluation by virtue of an interview.

Following this, a Recruitment Manager conducts a resume and **candidate assessment**. Depending on the skill-set and level of experience, he calls upon the Screening Experts to conduct a **thorough interview** of the candidates in line with our understanding of a client requirement. Once a candidate is cleared by the Screening Experts, the Recruitment Manager conducts a **final round** of discussion with the candidate



before forwarding his resume to the Account Manager. The Account Manager then **conducts an assessment** of the candidate's fitment vis-à-vis a client requirement - taking into consideration the feedback (which is documented in prescribed formats – at all levels) he receives from the Recruiter, Recruitment Manager, and the Screening Expert. It is only once the Account Manager is completely satisfied with a resume that it is presented to the client.

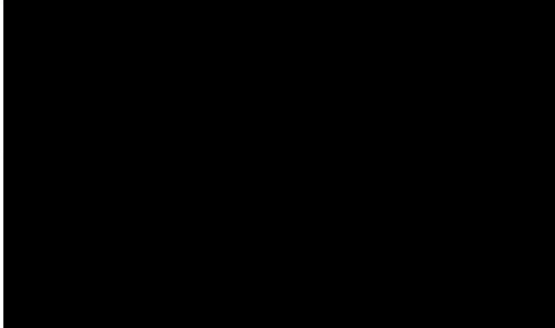
TSCTI ensures the Region 10 ESC that all contract employees provided for any given position shall possess at least the minimum qualifications/skills for that position. TSCTI builds and executes a quality screening process that significantly improves our chances of identifying the candidates who are right fit for the position and who integrate well. We conduct screening at different stages such as in-person interviews, assessments and detailed reference checks. Our goal of a quality screening process is to make a successful match for our clients and therefore, we ensure to consistently provide better staffing services. Figure 9 depicts our screening process to verify or assess the minimum qualifications.



Selecting the Candidate(s)

After testing, if we find the candidate proficient, we conduct a thorough background check on the candidate's education, reference, work experience, skill set/certification and criminal record. In addition to our thorough selection process, we also rely upon third-party vendors

to perform checks against public databases. After the selection of the candidate, we have a well-defined and documented Background Check Policy to perform as pre-employment checks at its own cost. Under this policy, depending upon the Region 10 ESC's requirement, candidates are subjected to compulsory pre-employment background checks. If the candidate is being selected by the Region 10 ESC, TSCTI or an independent third party agency will perform a background check on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures outlined in our Background Check Policy. We notify the Region 10 ESC in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the client project.





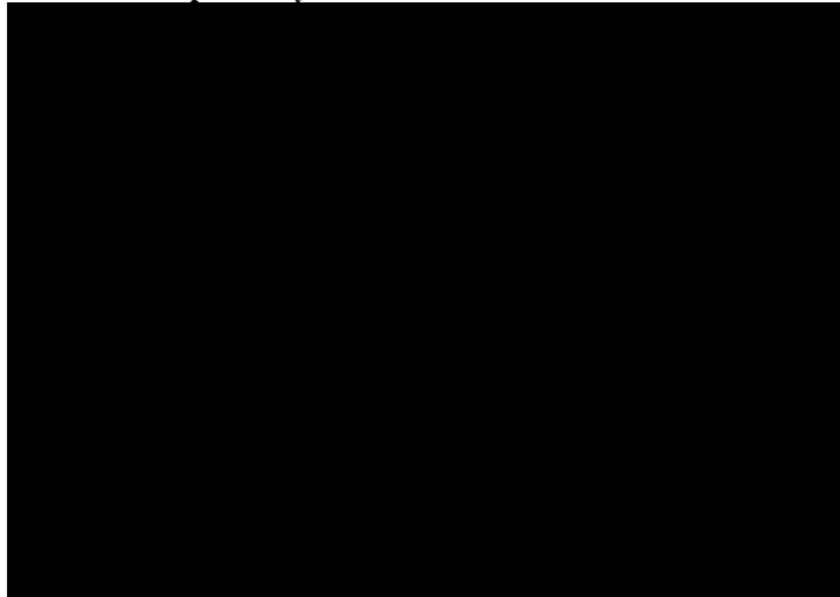
Verifying education and work histories, skills testing, background checks, legal compliance, etc.

At TSCTI, we have a well-defined and documented Background Check Policy to perform as pre-employment checks at no additional cost. Under this policy, depending upon the Region 10 ESC's requirement, candidates are subjected to compulsory pre-employment background checks. If the candidate is being selected by the Region 10 ESC, TSCTI will perform a background check on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures outlined in our Background Check Policy. We notify the Region 10 ESC in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the client project. The following checks are performed by TSCTI.

• Residence Check	• Civil Litigation Check
• Academic Record Check	• Identity Check
• Employment Check	• Drug Test
• Reference Check	• Emerging Background Checks
• Criminal Record Check/Police Background Check	• Child Protective Services Background
• Database Check	• Driving Records Check

The BGV form also contains the self-declaration, binding the candidate's employment in that organization subject to clearance of all the checks positively.

- The candidate signs the Letter of Authority empowering the TSCTI to carry all the relevant checks. In turn, TSCTI carries out the verification process.
- What are the Criteria for Background Checks? The coverage of every check depends on the criteria's decided at the time of signing the contractual obligation.
- Also, all the checks don't need to be done to the candidates. It varies from the Client requirement, the industry it pertains to, the candidate's profile, nature of work, etc.



Below are the types of background checks performed by TSCTI depending on client requirements.

Employment Check
Objective: To verify whether the candidate's working experience is in tandem with what he/she has specified in the BGV form/supporting documents.
<ul style="list-style-type: none">• On receipt of BGV form, the TSCTI partner agency will check whether the employer's name is figured in the list of FAKE Employers database maintained by TSCTI.• In case the name matches with the negative database, then the same will be communicated to the Client.• After validating that the company is not in the FAKE Company's list, validate whether the name appears in the Master DB List of genuine employers.• In case the name is not appearing in the master, TSCTI partner agency will perform web analysis and check the genuinity of the company and further, a physical visit will be conducted to check the appearance and infrastructure of the company.
Steps followed to carry out a prior employment verification Following parameters mentioned below will be covered while initiating emails for prior employment verification. <ul style="list-style-type: none">• Name of the employee including first name and last name• Employee ID• Designation



- Tenure of employment
- Reason for leaving
- Last drawn salary
- The first Point of Contact will always be the HR of the previous employer and many more questions

If the HR does not respond to two email follow-ups (roughly 3 days), then the TSCTI partner agency will contact the Reporting Manager (RM) if available. TSCTI partner agency will contact the RM on his/her Landline number. If the landline is not available, then the associate would contact on the mobile number. Where the associate contacts RM on the mobile number, details of Landline and official email id to be procured from the RM. On receipt of mail confirmation, the TSCTI partner agency will validate the output with the following

- Name & Employee ID
- Designation
- Tenure
- Exit formalities are completed or not
- Whether the Candidate is eligible to re-hire or not

After validating the output, the TSCTI will update the same to the client

Details Covered in Final Report: The final report will comprise the Employers Name & Address, Name of the Respondent & contact Details, Designation of Respondent, mode of confirmation, comparative analysis of candidates input and HR Feedback with respective to a period of employment and last designation of the candidate.

Reference Check

Objective: To verify the candidates' performance, Strength & weakness, the general attitude toward complying with rules & regulations. Also, to gather information with regard to the candidate's sincerity, Integrity and general reputations about the candidate.

Steps: On receipt of BGV Form, TSCTI partner agency will touch base with the referee telephonically and administer a questionnaire in the specified format. Through reference checks, hiring authorities are able to:

- Confirm any details on the BGV form (through relationship-neighbor/friend)
- Check for any prior discipline problems;
- Learn new information about a candidate; and
- Ask questions that may predict a candidate's performance, integrity

Details Covered in Final Report: The final report will comprise the Name of Referee, Designation & Department, Organization name with address, contact details and response given by the Referee for the above questions and the TSCTI partner agency Remarks

Criminal Record Check

Objective: To verify whether the candidate has been convicted of or arrested for any crime and to verify whether any pending charge sheet pertaining to an offense is filed against the name of the candidate with the police records at the nearest police station whose jurisdiction covers the current address for the last Seven years.

Activity: TSCTI partner agency representative will make a visit to the police station whose jurisdiction covers the current address in the last seven years of the applicant to confirm whether the applicant's name figures adversely for any of the reason mentioned above in the police records. TSCTI partner agency also gets the records maintained by the Police Department pertaining to the identity and criminal history of any consultant.

Details required: Candidate's name, SSN number, Present address, Date of Birth & Fathers name

Details Covered in Final Report: The final report will comprise the details about the address verified, the address of Police Station covering the jurisdiction of residence, name & Designation of person met in Police Station and feedback obtained.

Drug Test

Objective: To detect any illegal drugs in a person's system.

The drug test can be done at three levels: viz, 5 Panel and 9-panel drug test.

Drugs covered in 9 Panel Drug Test:

- Marijuana, Cocaine, Amphetamines, PCP, Opiates, Barbiturates, Benzodiazepines, Methamphetamines, Methadone

Drugs covered in 5 Panel Drug Test:

- Hallucinogenic drug PCP
- Marijuana
- Cocaine



- Methamphetamines/amphetamines
- Opiates

Details Covered in Final Report. The final report will comprise the test details and Remarks.

Identity Check

Objective: To verify whether the proof of Identify check submitted by a candidate was duly issued by the concern government authorities.

The below-listed identity proof shall be verified with the concern issuing authorities.

- Driving License
- S.S.N Number
- Passport
- E-verify

Details Covered in Final Report. The final report will comprise the type of Proof and Remarks.

Academic Record Check

Objective: To Verify the candidate's academic qualification and to confirm whether he has passed the given course and the course has been conducted and certificate given by genuine educational institutions.

TSCTI partner agency will first try to reach out to the college wherefrom the candidate has completed the course. The request for confirming the educational details of candidates shall be raised in four modes.

- Personal Visit to Educational Institutions, Courier, Email or Fax

Details to be mentioned in Raising Request:

- On receipt of BGV form, the TSCTI partner agency will initiate verification request to the educational institution with the below-mentioned details,
- Name of the candidate
- Roll number
- Year of passing
- Stream of study
- Name & Designation of the person providing confirmation

Validation:

- Once the verified details provided by the University/College, TSCTI partner agency will validate the same with the details given in BGV form & support document submitted by the candidate.
- After that, the agency shall take the decision to close the academic check as Positive / Negative.

Details Covered in Final Report: The final report will comprise the details about the qualification attained, Name & address of Education institution, a period of Study, Year of Passing, Verifier name and contact details, Mode of verification and TSCTI's partner agency comments.

Residence Check

Objective: To verify whether the candidate is staying at the given address at the time of joining the company.

Our representative will physically visit the candidate's address and check if the candidate has been staying at the given address either with the neighbor/family members.

Acceptable Documents: The executives will verify the candidate's period of stay in that address with the respondent. The executive will request the candidate/respondent to submit any document to verify the address proof in case the verification is carried directly with the family member/candidate.

Details covered in the final report: The final report will comprise the details about the address verified, the name of respondent and his relationship with the candidate, a period of stay and own or rented house details.

Database Check

Objective: To verify whether the candidate's name figures in any public/proprietary database of negative profiles including criminal databases, civil litigation databases, credit databases, and compliance databases.

Coverage: TSCTI partner agency representative will search in the world check website to confirm whether the applicant's name figures adversely from more than 250 database checks like money launderers, fraudsters, terrorists and sanctioned entities, plus individuals and businesses from over a dozen other categories.

Details required: Candidate's name, SSN number, Present address, Date of Birth & Fathers name

Details Covered in Final Report: The final report will comprise the type of check and Remarks.

Civil Litigation Check

Objective: To verify whether the cases are filed in court against the candidate's name.



TSCTI partner agency conducts each civil litigation or lawsuit search at the State and federal jurisdiction levels. Federal civil searches are conducted at specific US District courts. The Court record check covers the below-listed courts.

- District Courts
- Tribunals
- Supreme Court
- Bankruptcy Courts

The final report will comprise the type of check and Remarks.

Emerging Background Checks

Credentials Check: This is a new background check emerged recently in the market. Ill-intentioned individuals and criminals hide their backgrounds or use stolen identities to pose as legitimate people, resulting in billions of dollars in damages to individuals and businesses every year.

Trust is essential to any good relationship, and TSCTI gives you the tools you need to assess others' trustworthiness as well as to prove your own.

Social Media Check: This Check is primarily involved in validating the candidate's participation in Social media.

- TSCTI partner agency mainly checks whether the candidate has expressed any aggressive or violent acts or assertions, unlawful activity, discriminatory activity (for example, making racist statements), and sexually explicit activity on a social media network.

26. Provide your safety record, safety rating, EMR and worker's compensation rate where available

We are unable to provide the safety record, safety rating to the Region 10 ESC because our employees work at client site and safety record and safety rating remains with client.

TSCTI's worker's compensation rate depends upon profile and work environment and kind of job and risk factors associated with it. Region 10 ESC may ask worker's compensation rate for any particular positions throughout the duration of the contract.

27. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

TSCTI has the capacity to provide monthly sales reports through this agreement to Equalis Group. TSCTI Application Tracking System gives us the leverage to generate sales reports monthly, quarter and annually based. TSCTI is serving more than 280+ public sector clients and generate monthly sales reports for internal audit as well as for our client who raises the request for monthly sales report. A report summarizing activity by quarter and annually, based upon the fiscal year period is also sent to the client. This report provides the client with total charges for assignments, including total by job title and total overall for the quarter and cumulative annual total.

28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

TSCTI has the capacity to provide management reports i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency. TSCTI Application Tracking System gives us the leverage to generate customized reports as per the client's needs. As we are already serving 10+ corporative contracts and serving the State of New Jersey as MSP, we are able to provide the consolidated billing as per request. Monthly consolidated billing report generally includes (can be modified as per client requirement):

- Employee Names (identifying if this is a new employee to the site or reoccurring)
- Positions/ Titles
- Supervisor Names
- Departments/Agencies
- Locations
- Duration of Assignments
- Total hours worked



- Standard time
- Bill Rate
- Amount
- Overtime
- Pay Rate
- Amount
- Cumulative hours worked
- Total Amount

A report summarizing activity by quarter and annually, based upon the fiscal year period is also sent to the client. This report provides the client with total charges for assignments, including total by job title and total overall for the quarter and cumulative annual total.

29. Describe your company's ability to break out administrative costs not directly related to servicing the district (as described in Question 16) on invoices to satisfy federal auditors.

TSCTI has the ability to provide the breakdown of administrative costs not directly related to serving the district on invoices. We are already providing these customize breakdowns on invoices or separately to various agencies as per their requests. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Qualification and Experience

30. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: [REDACTED]
Title: Account Manager
Company: 22nd Century Technologies, Inc.
Address: 700 Lavaca St., STE 1401,
City: Austin, State: TX Zip: 78701
Phone: [REDACTED]
[REDACTED]

Account Manager / Sales Lead

Contact Person: [REDACTED]
Title: Account Manager
Company: 22nd Century Technologies, Inc.
Address: 700 Lavaca St., STE 1401,
City: Austin, State: TX Zip: 78701
Phone: [REDACTED]
[REDACTED]

Contract Management (if different than the Sales Lead)

Contact Person: Same as above
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Billing & Reporting/Accounts Payable

Contact Person: [REDACTED]
Title: A/P Manager
Company: 22nd Century Technologies, Inc.
Address: 8251 Greensboro Drive, Suite 900
City: McLean State: VA Zip: 22102
Phone: [REDACTED]
[REDACTED]

Marketing

Contact Person: [REDACTED]
Title: Marketing Manager
Company: 22nd Century Technologies, Inc.
Address: 700 Lavaca St., STE 1401
City: Austin, State: TX Zip: 78701
Phone: [REDACTED]
[REDACTED]



Resumes:

[REDACTED], Project Manager

An innovative and resourceful Account Manager with strong experience of over [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] He possesses excellent working experience with a complete recruitment lifecycle starting from the quality hiring process includes coordinating interviews with the client, selection until the successful accomplishment of a project milestone. He has excellent experience in selling non-technical staffing services to the manufacturing, retail and government sector. He also possesses expert-level knowledge and working experience of Vendor Management Systems for tracking candidate submissions. Mr. Sandeep has actively engaged with various government for Cooperative Program contracts. He holds expertise in direct liaison with clients and subcontractors to ensure the fulfillment of contract requirements. He has extensive experience in handling similar services with various clients.

Core Competencies

- Experience in handling practically all aspects of Cooperative Program related to business with expertise in handling contracts.
- [REDACTED]
- [REDACTED]
- Single point of contact for management related communication and managing client engagements.
- Skilled in ensuring SLAs are met and take corrective actions for issues identified.
- Experience working as a Quality Manager and attend performance reviews and status meetings.
- Single point of contact for all management related communication.
- Act as Quality Manager and attend performance reviews and status meetings.
- Understand the requirements of the qualified accounts/opportunities/clients, Firm up a unique value proposition addressing the opportunity, present the same to the decision-makers in the account, negotiate and firm up the contract. Doing marketing research on prospects.
- Planning and subsequent coordination with VP sales for the development and implementation of quarterly and annual business plans relevant to consultancy services provided by the company.

Education

- [REDACTED]

Experience

Account Manager

[REDACTED] [REDACTED]
During his time in TSCTI, he has been involved in various State and local government contracts including education clients. The portfolio includes clients such as the [REDACTED]
[REDACTED] As an Account Manager, he is accountable for the overall operation of his clients, including setting business strategy and supporting his management team in business development, service delivery, employee retention, recruiting, and expense management. Some of his client engagements are as follows:

Responsibilities:

- Act as the central point of communication within the Account Management team.
- [REDACTED]
- Implement effective performance management processes.
- First-line incident management.
- Review the TSCTI's current service activities and processes.
- Report on service results and SLAs.



- Performing a gap analysis of the services to provide service with more high quality

Responsibilities:

- Act as liaison between management and the field service and sales team and oversee the deployment of corporate initiatives.
- [REDACTED]
- Organize appropriate training for staff members.
- Developed repeatable services and recruitment processes to ensure creative sourcing of qualified candidates through a wide variety of channels, including:
 - Direct sourcing
 - Internet
 - Employee referrals
 - Community involvement,
 - Job fairs
 - Internal employee database
- [REDACTED]
- Hold weekly and monthly staff meetings.
- Use the latest service management tools, techniques, and trends.
- Perform Contract Reviews on an annual basis. Improve TSCTI's overall customer satisfaction score.

Responsibilities:

- Developed team capability and ensuring knowledge acquisition plans are in place, utilized existing talents, and skills.
- Carry out staff performance reviews.
- Responsible for selecting, training, and developing the management team and for monitoring performance to achieve business results.
- Set the business strategy and support the management team in business development, service delivery, client and employee retention, recruiting, and expense management (e.g. workers' compensation, unemployment compensation, general operating expenses).
- Conduct annual contract reviews.
- Review contractual performance of both parties to ensure compliance with terms and to identify conflicts or changes requiring resolution at contract renewal.

Prior Experience

Client Name	Position	Duration
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]



[REDACTED], A/P Manager

[REDACTED] is an accomplished, result-driven [REDACTED]. He has a strong background in cost accounting, month and year-end closing procedures, budget development, forecasting, variance analysis, and process improvements with a focus on accuracy and efficiency. He has extensive experience in managing cash receipts and Accounts Receivable (AR) collections and managing the relationship with 3rd party providers such as PayPal. He is skilled in directing all Accounts Receivable functions, Sales Orders, Invoicing, Bank Deposits, and Cash posting daily.

Core Competencies

- Fully conversant [REDACTED]
- Supervised the preparation of monthly, quarterly and yearly financial reports.
- Organized financial records & created accounting systems for small businesses.
- Skilled in performing routine accounting activities such as maintenance of the general ledger, preparation and distribution of various financial reports, payroll input, reconciliation of balance sheet accounts, and journal entries.
- Resolved months of backlogged accounts, restored order, and organization to processes/records in disarray, researched and solved billing issues to correct invoicing and journal entry errors previously missed.
- Responsible for managing the billing and payroll functions including analyzing, documenting, and improving processes.
- Setup new billing processes and procedures during new system implementation and ensured a smoother transition for the organization to deliver accurate invoicing to clients.
- Streamlined AP procedures by implementing electronic invoicing for top 10 vendors and managed selection and implementation of online T&E submission of expenses

Education

- [REDACTED]
- [REDACTED]

Experience

A/P, Finance Manager

Responsibilities:

- Manage a team of accounting employees including recruiting, hiring, and monitoring daily workflow.
- Create, update and maintain AP vendor profiles and physical files.
- Ensure primary source documentation and that the approval process is followed.
- Enter invoices into an accounting system and process checks according to the Client's requirement.
- Reconcile vendor statements, respond to vendor inquiries and resolve any invoice discrepancies.
- Manage, review and process the weekly payroll (overtime, retroactive payments, PTO payout, bonuses, and raises).
- [REDACTED]
- [REDACTED]
- Update all payroll related changes- new hires, terminations, transit, parking, 401K, Roth, direct deposits, status changes, withholding changes, address changes, medical deductions.
- Ensure compliance with payroll laws and tax notices.

**[REDACTED], Marketing Manager**

[REDACTED] is highly skilled and qualified marketing professional with [REDACTED]. Experienced in leading creative teams, multimedia divisions and corporate communications departments. Conceptualize, develop and execute marketing campaigns that build memorable brands. He hold expertise in the technical, conceptual and content development of sales-driving collateral. Produce record-high marketing campaign response rates and execute successful product launches. He is skilled in heading various government accounts to effectively manage the day to day marketing operations. He holds experience in Sales and Marketing teams and consistently managing, tracking and ensuring projects on-budget, on-schedule, and on-scope. He has the ability to interface/communicate with a diverse group of customers in a friendly and respectable manner.

Core Competencies

- [REDACTED]
- [REDACTED]
- Extensive experience developing creative, cutting edge marketing programs that build awareness and pipeline across physical and digital platforms and drive execution in partnership with clients.
- Proficient in writing company Services Agreement and distributing to the team.

Education and Certification

- [REDACTED]
- [REDACTED]
- [REDACTED]

Experience

[REDACTED] [REDACTED]
Marketing Manager

Responsibilities:

- Responsible for marketing the company's services, increasing corporate accounts, and improving the quality of service provided to clients.
- [REDACTED]
- [REDACTED]
- Train new marketing professionals for various cooperative programs.
- Prepare advertising for the Internet, newspaper, and other industry-related mediums to enhance market exposure.
- Ideate, create, and implement marketing campaigns on all social media channels.
- Maintain update website by managing content creation and publishing methods.
- Monitor and optimize all social media postings and content blog posts to ensure top return on investment, conversion rates, and viewer engagement.
- Conduct Job Fairs, Press releases, conferences, etc. to market new contracts.
- Ensure all press materials, social and website content, and other related media followed brand guidelines and marketing best practices.

Prior Experience

Client Name	Position	Duration
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]



31. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Customer Reference #1

Entity Name	
Description of Services	Providing various staffing related services for the positions that includes but not limited to Quality Review Analyst, Administrative Assistant, HR Business Analyst, Records Room Assistant, Loan Collections Officer, Learning Specialist, Accounts Payable Associate Accountant, Document Control Assistant, Customer Service Specialist, Instructional Designer, Consulting Manager, Data Entry Operator, Senior Business Analyst, SharePoint Developer
Annual Volume	

Customer Reference #2

Entity Name	
Description of Services	Providing staffing services for various positions that includes but not limited to Admin, Custodian, Maintenance, clerical, Laborers, Janitors, Instructors and more.
Annual Volume	

Customer Reference #3

Entity Name	
Description of Services	Providing staffing services for various positions that includes but not limited to Programmer, Support specialists, Application developers, Network Administrators and more.
Annual Volume	

[illegible]

TSCTI's is providing the services under 10+ cooperative purchasing programs across the nation [REDACTED]
[REDACTED]
[REDACTED]

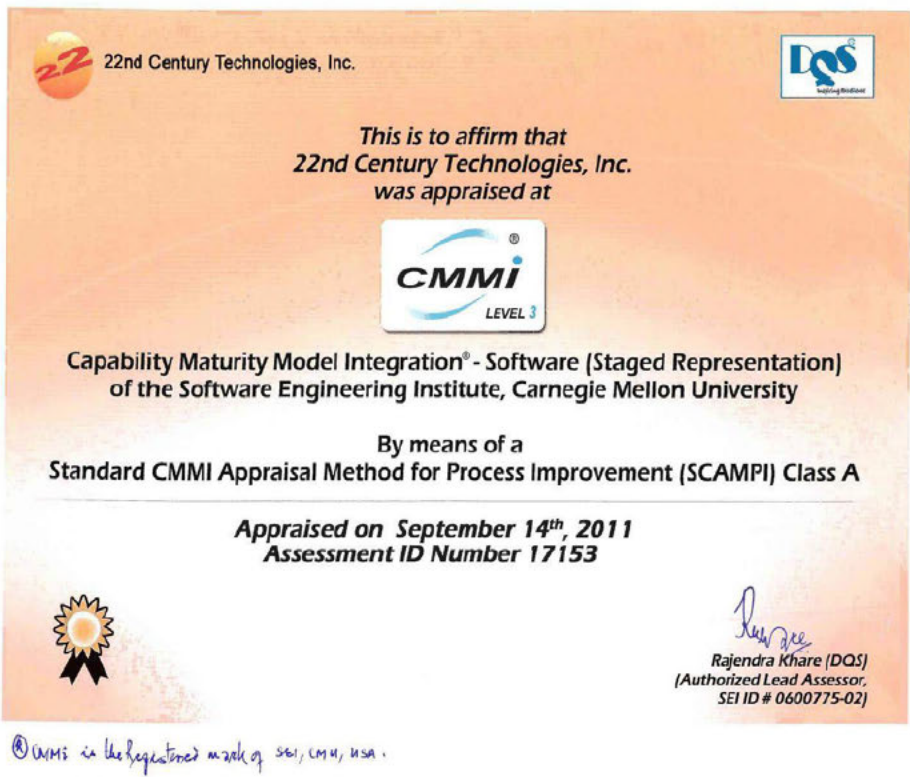
Cooperative's Reference

Cooperative Program Name	Contract Name	Contact Information
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]



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34. 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 Respondent to perform the covered services including, 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.







CERTIFICATE OF REGISTRATION

GMSQR Certifications Pvt. Ltd. has assessed the Quality Management System of

22nd CENTURY TECHNOLOGIES, INC.
8251 Greensboro Drive, Suite 900, McLean, VA 22102.

*(Hereinafter called the organization) and hereby declares that
Organization is in conformance with*

ISO 9001:2015
Quality Management System

This registration is in respect to the following scope

**Design, Development, Maintenance and Implementation of Software
Solutions, IT Infrastructure Management, IT Help Desk and IT Staffing Services.**

*This Registration is granted subject to the system rules governing the
Registration referred to above, and the Organization hereby covenants with
the Assessment body duty to observe and comply with the said rules.*



Snehaprabha .H
 Certification Manager



This Certificate is issued in accordance with standard procedure for certification registration and valid only until the date of the expiry or earlier if so advised in writing to the certified organization by GMSQR Certifications Pvt. Ltd.. It is issued subject to the continued availability of access at any time and without notice to the above named organization's premises for the purpose of the assessment and surveillance related to the standard specified above and GMSQR Certifications Pvt. Ltd. term and conditions. This certificate is the property of GMSQR Certifications Pvt. Ltd. and whenever required can be recalled.



The validity of the certificate is dependent upon ongoing surveillance

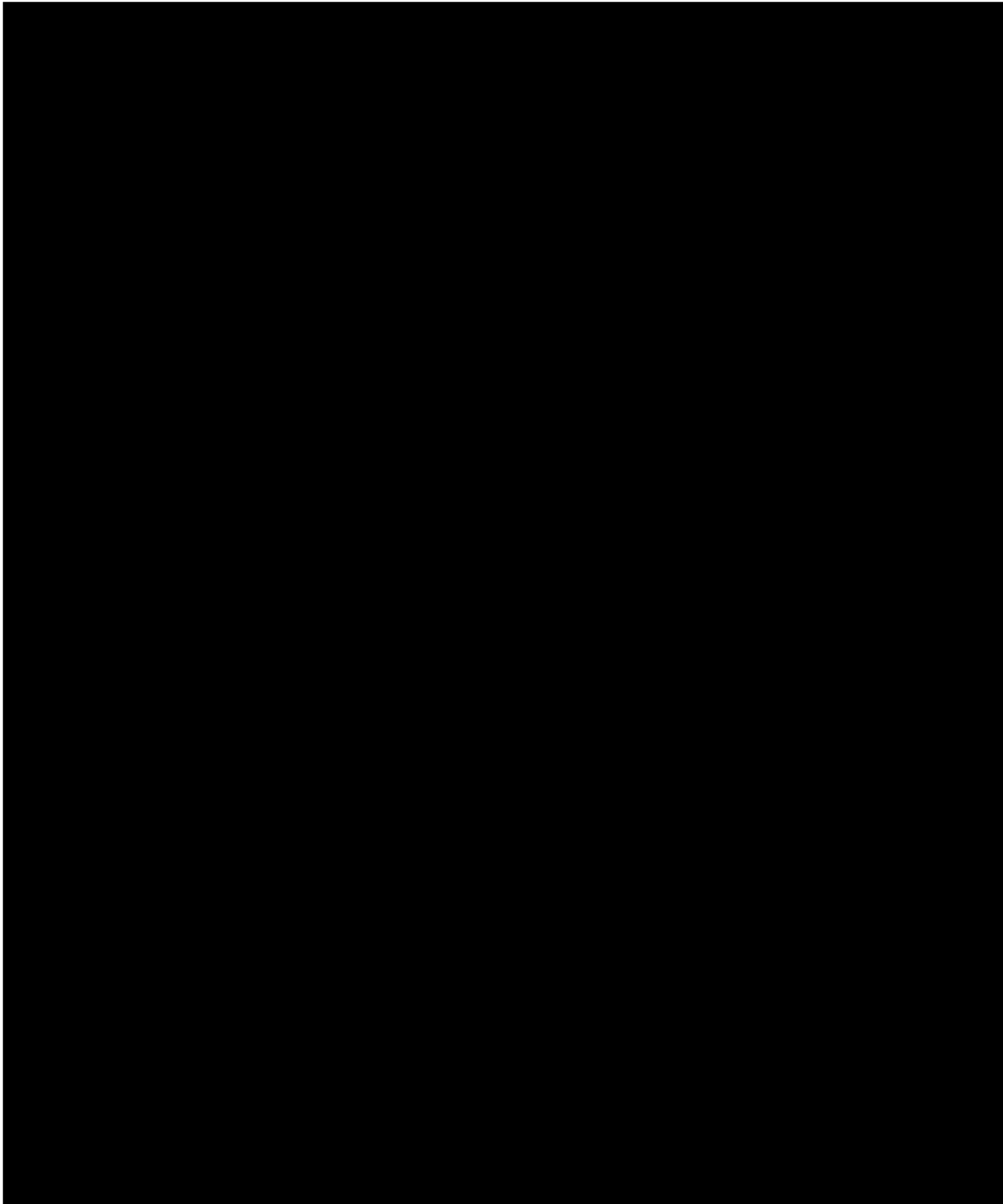
The use of the AIAO-BAR accreditation symbol is in respect to the activities covered by the Accreditation Certificate No: AIAO-BAR-011413-1

GMSQR Certifications Pvt. Ltd.
 Accreditation by American International Accreditation Organization, Inc.
 and Bureau of accredited Registrars (AIAO-BAR)
 201 Los Gatos Saratoga Rd., Suite 144 Los Gatos, CA 95030
www.aiao-bar.org , www.gmsqr.com



Initial Registration Date : 22.11.2017	Issued Date : 22.11.2017
1st Surveillance on or before : 22.11.2018	Valid until : 21.11.2020
2nd Surveillance on or before : 22.11.2019	Ref. No. : CTI/QMS/GR/01/357







35. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TSCTI neither presently nor in the past, has been involved in any litigation, bankruptcy, or reorganization.

36. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

37. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
 - i. Equalis Group and Region 10 ESC Logo
 - ii. Link to Equalis Group and Region 10 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

TSCTI has collectively have served over 280 public Agencies and has strong relationships with their Contracting Officers, and Program Managers at agencies. We have developed a comprehensive Marketing Plan (MP) that focuses on primarily targeting agencies where we have existing relationships to obtain business under Program. As a part of this Marketing Plan, we have designated a dedicated Account Manager (AM) who will be an important part of our PMO Advisory Council and will work very closely with our clients to market our services under the Region 10 ESC program.

During the term of the Master Agreement, TSCTI will provide marketing, sales, partnership development and administrative support that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Region 10 ESC develops a comprehensive strategy to promote the Master Agreement and will connect the TSCTI with appropriate stakeholders within Region 10 ESC including, Sales, Marketing, Contracting, Training, Operations & Support. Our marketing team will work in conjunction with Region 10 ESC to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- Co-branded press release and collateral pieces
- Marketing collateral (print, electronic, email, presentations)
- Website
- Trade shows/conferences/meetings
- Advertising
- Announcement of the award through various social media sites such as LinkedIn, Facebook, Twitter from our official pages
- Direct mail campaigns
- Create dedicated Equalis Group and Region 10 ESC webpage on our website
- Marketing the agreement to new and existing government customers
- Perform announcement in our firm and includes training of the agreement with our national sales force



[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
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	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

38. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

[REDACTED]
[REDACTED]
[REDACTED]

39. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

By this contract, TSCTI understands that Region 10 ESC is looking to hire a firm that can provide a wide range of services. We would like to suggest an alternative for doing same business with TSCTI that will make this arrangement more cost-effective by using VMS tools such as PeopleFluent.

TSCTI offers more than 14 years of experience in partnering with Fortune 500 clients with widely varying VMS technologies. Recruiting qualified candidates is just one of the services we offer our clients; we also consult with our client's team on all aspects of VMS support. We provide MSP services to government



agencies through PeopleFluent VMS. We have developed a strong and productive working relationship with State and Local agencies and departments and delivered continuous process improvement enhancements which have reduced administrative burden, improved communication, provided cost savings and overall organizational and contract efficiencies.

PeopleFluent is being utilized by state governments for over ten years and is the most highly used VMS in state government today with nearly half a billion dollars in contingent spend under management. The VMS is designed to be a working Nexus for Hiring Managers, Suppliers, Contingent Workers, and Program Stakeholders. PeopleFluent's VMS is the easiest tool to use in the industry, it scored a 5 out of 5 for Ease of Use by Forrester Wave, which provides a high program adoption rate within our clients.





Appendix C: Certificates

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 Respondent to perform the covered services including, 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.

Copy of all applicable licenses, registrations and certifications has been attached in Point 34 above.

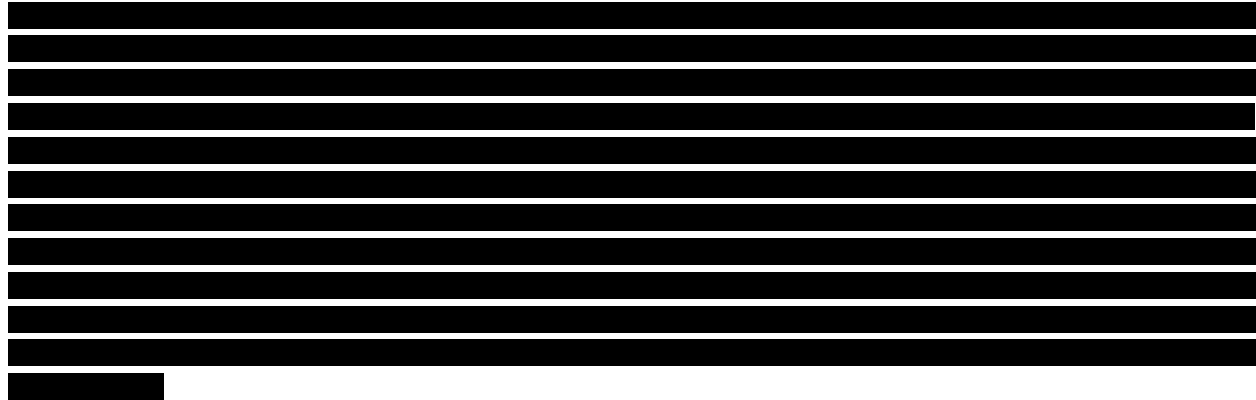


Appendix D: Value Add

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

1. Marketing plan and capability

TSCTI has collectively have served over 280 public Agencies and has strong relationships with their Contracting Officers, and Program Managers at agencies. We have developed a comprehensive Marketing Plan (MP) that focuses on primarily targeting agencies where we have existing relationships to obtain business under Program. As a part of this Marketing Plan, we have designated a dedicated Account Manager (AM) who will be an important part of our PMO Advisory Council and will work very closely with our clients to market our services under the Region 10 ESC program.



Since TSCTI has experience of managing similar programs, we expect our management strategy varies greatly from that of any other potential awardee. Working with other programs, we will uncover and resolve roadblocks to the mutual satisfaction of all contract stakeholders; tackle the typical growing pains associated with a new contract; and fine-tune the contract management process. Examples of this problem resolution include adding and implementing services rates to the contract and adding nonprofit agencies to the contract user group. This familiarity allows us to improve upon processes where other vendors would be starting from scratch. We continue to participate and collaborate with marketing efforts. TSCTI's marketing and sales coordination include more than just glossy marketing flyers. We know customers are more likely to respond to live contact, and therefore focus our marketing campaign on this mindset, complimented by publications and advertisement. We work with our partners to keep our account managers trained on our available contracts. For this contract, we pair internal training, such as teaching Account Managers how to enroll customers and pointing out the contract documents allowing customers to ensure compliance with their procurement regulations. Often, when a TSCTI customer utilizes the contract, it is a direct result of their Account Manager informing them of the benefits of the agreement. Additionally, as part of our internal Sales Enablement drive, TSCTI will initiate a quarterly "PLAY" campaign, which targets low spend member accounts. This campaign will be developing and maintain internally by a team of TSCTI leaders from sales enablement, product partner management, sales, business intelligence, and marketing. The program provides Account Managers insight to the specific contract benefits to their targeted customers. Information Account Managers are armed with includes an overview of the customer target; the contract details to discuss; a guide on how to create the conversation, including how to start the conversation, talking points, qualifying questions, and overcoming objectives; a product guide; supporting documents; and a contact list of subject matter experts and internal resources who can aid.

Based upon our experience, we are very much aware of ways and strategies to market and sell services to eligible customers. We will have a dedicated marketing team in place to interact with Region 10 ESC eligible customers. The team will prepare a document of our expertise on projects with various departments of other states like projects for Departments of Labor and Industries, Licensing, Transportation, Employment Security, Health and Human Service, Department of Early Learning, Education and many more. Based upon this information, the team will prepare a list of the probable agencies that might need the



services under the contract. Once these details are finalized, our marketing team will fix up meetings with key stakeholders of relevant departments. During these meetings, TSCTI will give a presentation of our capabilities on work done for the agencies in other states, ways in which agencies can gain from our experience, ascertain the requirements of the agencies and propose the solution to address their needs. We are confident that based upon our vast experience on delivering similar services with other states, we will be able to provide valuable services to the eligible Region 10 ESC customers to their utmost satisfaction. During the term of the Master Agreement, TSCTI will provide marketing, sales, partnership development and administrative support that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Region 10 ESC develops a comprehensive strategy to promote the Master Agreement and will connect the TSCTI with appropriate stakeholders within Region 10 ESC including, Sales, Marketing, Contracting, Training, Operations & Support. Our marketing team will work in conjunction with Region 10 ESC to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- Co-branded press release and collateral pieces
- Marketing collateral (print, electronic, email, presentations)
- Website
- Trade shows/conferences/meetings
- Advertising
- Announcement of the award through various social media sites such as LinkedIn, Facebook, Twitter from our official pages
- Direct mail campaigns
- Create dedicated Equalis Group and Region 10 ESC webpage on our website
- Marketing the agreement to new and existing government customers
- Perform announcement in our firm and includes training of the agreement with our national sales force

Our sales teams will work in conjunction with the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for Public Agency teams
- Training sessions for Supplier teams

2. Sales force training

TSCTI's Capability to provide Continuing Education Opportunities, Certifications and Skills Improvement training

TSCTI's Employee Care (E-Care) department is responsible for preparing a training calendar for each of our active employees at the beginning of each year and closely monitors the same for its effective implementation. Our team committed to this training approach and its proven success is evident in the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Skill Enhancement: TSCTI is committed to providing its employees with professional training opportunities and access to the latest developments in technology. Every employee is provided with a skill enhancement guideline based on the employee's stream of experience. The guide identifies:

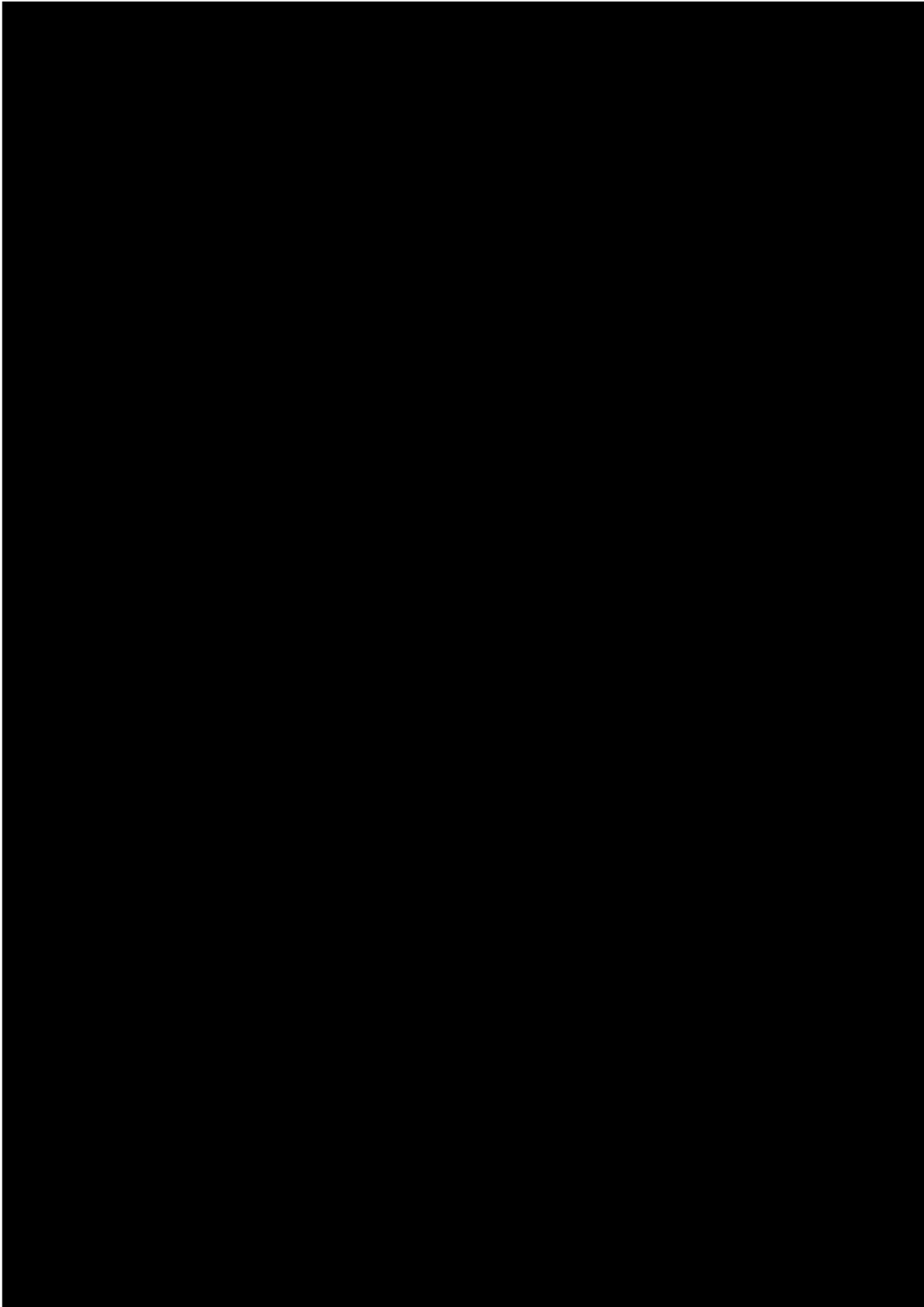


Quality Management: All employees are required to attend CMMI/ISO quality management training offered as an in-house training program. This is a very successful training program as it enhances the employee's quality skill and helps the organization to meet/exceed its customer's needs.

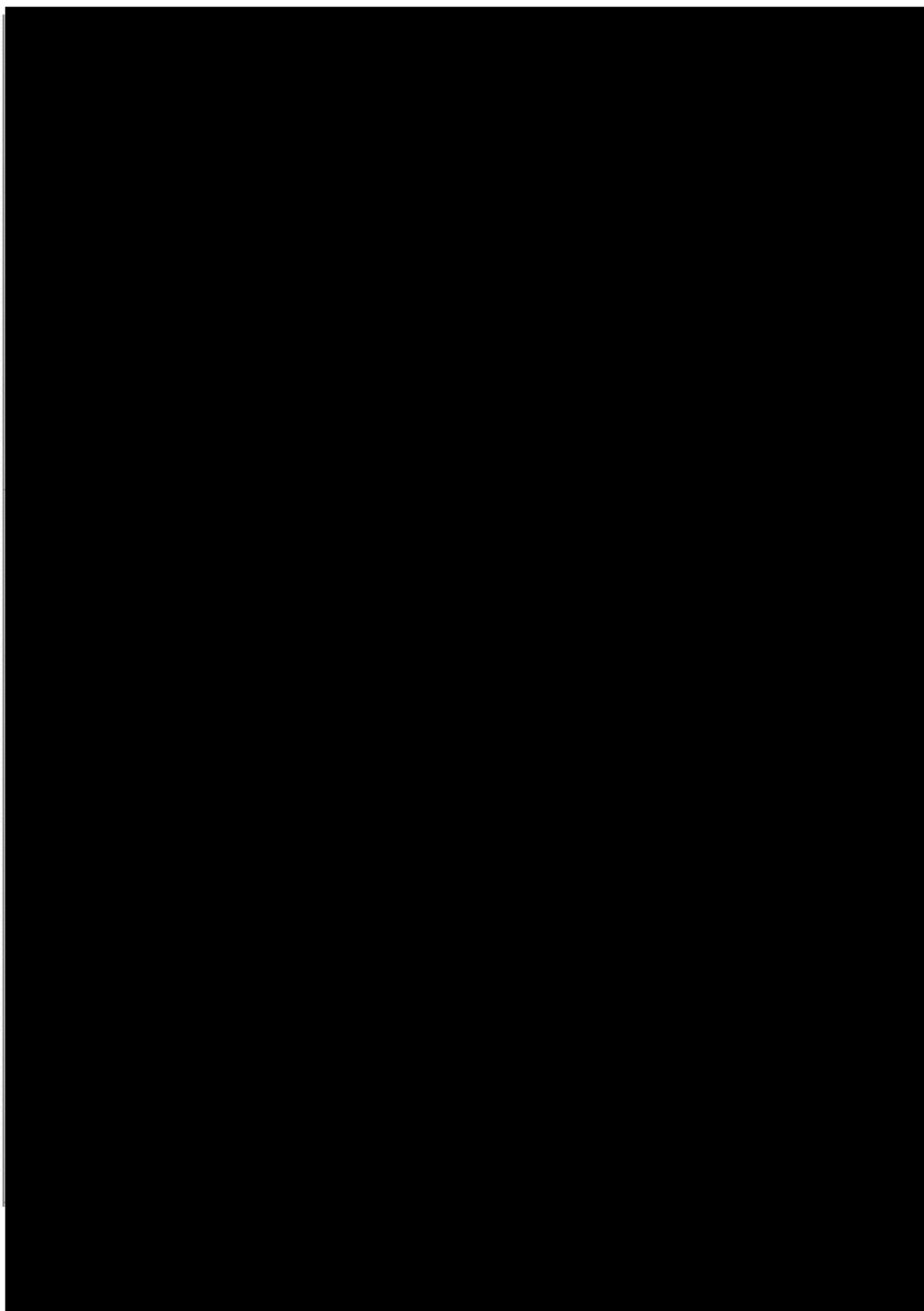
• [REDACTED]
 [REDACTED]
 [REDACTED]

[illegible]

Copies of past performance questionnaires has been attached below that demonstrate our Customer(s) were satisfied.









Attachment A: Lead Agency Agreement to be administered by Equalis Group

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
-
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE
Equalis Group



Contract Signature Form

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response 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 Respondent 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.

Prices are guaranteed: **120 days**

Company name 22nd Century Technologies, Inc.

Address 700 Lavaca St., STE 1401,

City/State/Zip Austin, TX 78701

Telephone No. 888-998-7284

Fax No. 732-537-0888

Email address

Printed name

Position with company

Authorized signature

Term of contract: November 1, 2020 to October 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Appendix F: ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act

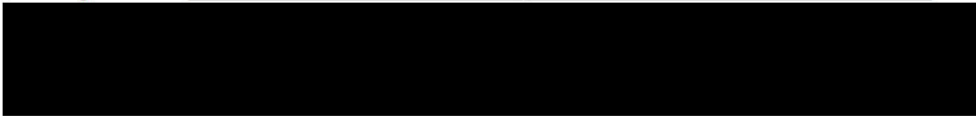
DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am 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.

Potential Vendor: 22nd Century Technologies, Inc.

Title of Authorized Representative: Administrator

Mailing Address: 700 Lavaca St., STE 1401, Austin, TX 78701





DOC #2 Debarment Notice

DOC #2 DEBARMENT NOTICE

I, the Vendor, 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.

Potential Vendor: 22nd Century Technologies, Inc.

Title of Authorized Representative: Administrator

Mailing Address: 700 Lavaca St., STE 1401, Austin, TX 78701





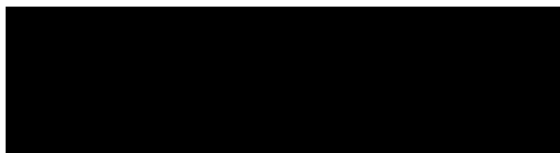
DOC #3 Lobbying Certification

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. 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 \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, 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 \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



10/1/2020

Date



DOC #4 Contractors Requirements

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

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 Region 10 ESC Participating entities in which work is being performed.

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.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

[Redacted Signature]

10/1/2020

Date



DOC #5 Antitrust Certification Statement

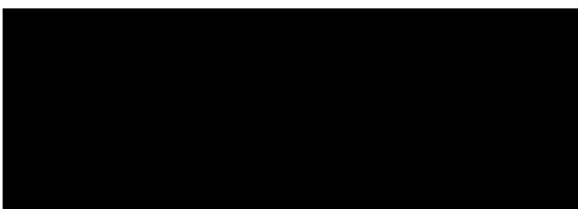
DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR 22nd Century Technologies, Inc.

ADDRESS 700 Lavaca St., STE 1401, Austin, TX 78701



RESPONDANT





DOC #6 Implementation of House Bill 1295

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



DOC #7 Boycott Certification
DOC #8 Terrorist State Certification
DOC #9 Resident Certification

DOC #7 BOYCOTT CERTIFICATION

Respondents 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.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

22nd Century Technologies, Inc. _____ Com
pany Name Address

700 Lavaca St., STE 1401, Austin, TX 78701 _____ City
State Zip



DOC #10 Federal Funds Certification Form

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

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 Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor'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 participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors 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, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor'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 Vendor using federal funds.

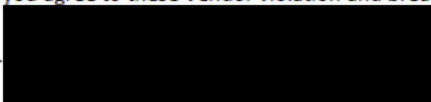
1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$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 contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC 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 Vendor violation and breach of contract terms.

Does vendor agree? _____



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 \$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. Offeror 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 vendor agree? _____



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. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? _____

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor 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, Vendor 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. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor 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 contractor 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 vendor agree? _____

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 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 vendor agree? _____

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.



Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____

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 \$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, Vendor 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 vendor agree? _____

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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor 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 vendor agree? _____

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) – Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor 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 may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory



level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies 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 vendor agree? _____

13. Applicability to Subcontractors

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

Does vendor agree? _____

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.

22nd Century Technologies, Inc.

Printed Name

Administrator

Title

10/1/2020

Date



For vendors intending to do business in Arizona

DOC #11 Arizona Contractor Requirements

DOC #11 ADDITIONAL ARIZONA CONTRACTOR 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" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC 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. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC 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 on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

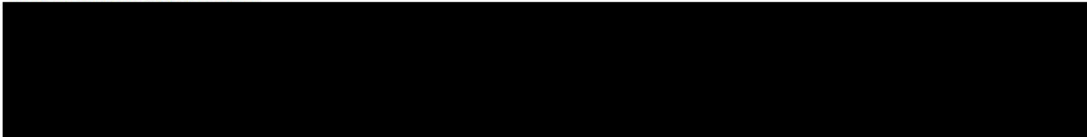
Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to 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 Region 10 ESC 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, Region 10 ESC and Region 10 ESC 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.





FOR vendors intending to do business in New Jersey

DOC #12 Ownership Disclosure Form

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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: 22nd Century Technologies, Inc.

Street: 220 Davidson Avenue, Suite 118

City, State, Zip Code: Somerset, NJ 08873

Complete as appropriate:

I _____, certify that I am the sole owner of _____, 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 _____, a partner in _____, 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:

_____, an authorized representative of _____, 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.

10/1/2020

Date



DOC #13 Non-Collusion Affidavit

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: 22nd Century Technologies, Inc.

Street: 220 Davidson Avenue, Suite 118,

City, State, Zip Code: Somerset, NJ 08873

State of New Jersey

County of Somerset

[Redacted Signature]

Name City

in the County of Somerset, State of New Jersey of full
age, being duly sworn according to law on my oath depose and say that:

I am the Administrator of the firm of 22nd Century Technologies, Inc.
Title Company Name

the Respondent 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 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

[Redacted Signature]



DOC #14 Affirmative Action Affidavit

DOC #14 AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: 22nd Century Technologies, Inc.

Street: 220 Davidson Avenue, Suite 118,

City, State, Zip Code: Somerset, NJ 08873

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)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)



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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

B. 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.

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.

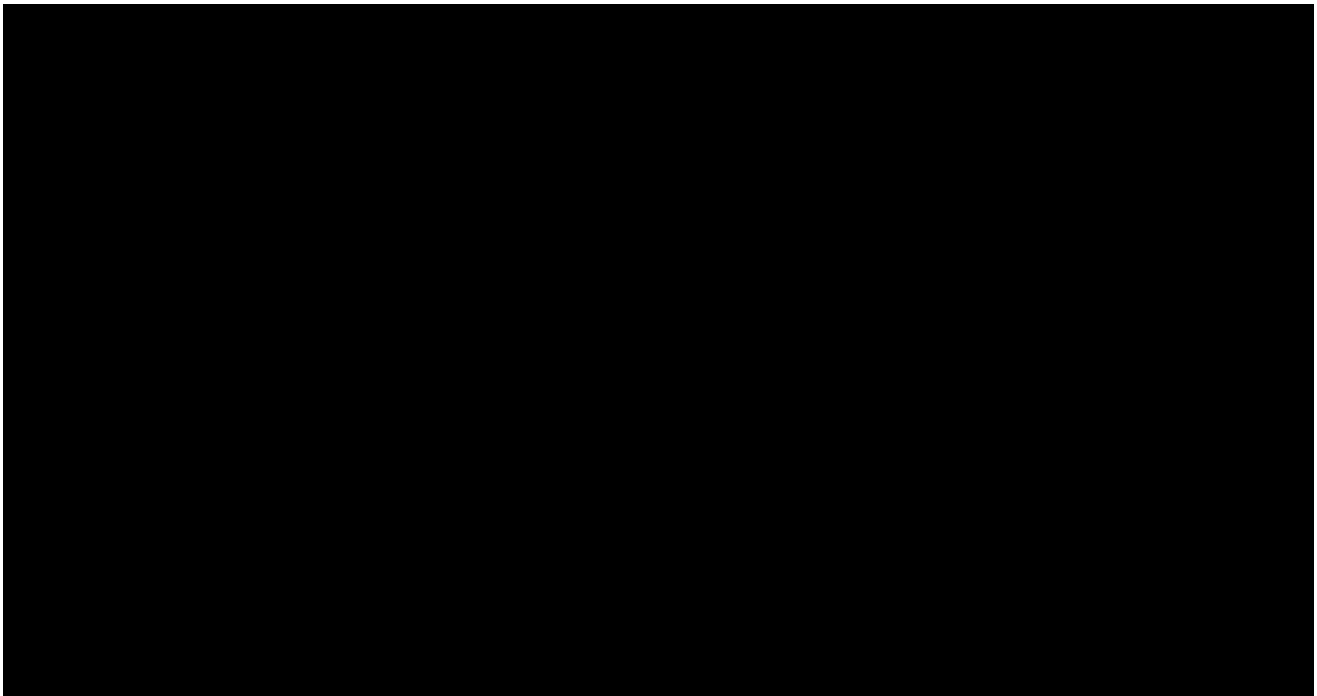
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal 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 Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent





DOC #15 Political Contribution Disclosure Form

TSCTI acknowledges that we will submitted this form to the local unit no later than 10 days prior to the award of the contract as instructed on the form.



DOC #16 Stockholder Disclosure Form

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ 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

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☒ Corporation

☐ Limited Liability

☐ Subchapter S

Corporation

Corporation

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



Doc #17 General Terms & Conditions Acceptance Form

DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)