

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "Master Agreement") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), 22nd Century Technologies Inc. (the "**Winning Supplier**"), and Equalis Group ("**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

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

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

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

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

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

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

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

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

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

2. TERMS & CONDITIONS

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

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

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

2.3. Pricing

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

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

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

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

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

2.5. Formation of Contract

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

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

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

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

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

e. **Order of Precedence.**

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

2.6. Confidentiality.

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

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

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

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

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

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

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

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

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

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

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

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

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

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

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

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

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

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

2.18. Nondiscrimination & Intimidation.

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

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

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

REQUEST FOR PROPOSALS:
Staffing Services

RFP #:
COG-2148

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
May 22, 2023

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	22nd Century Technologies, Inc.	
1.1.2. Corporate Street Address:	8251 Greensboro Drive, Suite 900, McLean, VA 22102	
1.1.3. Website:	https://tscsled.com/	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Since the year 1997, TSCTI has been doing business with the Present name for last 26-years and there has been no business name change in last 26-years.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Sandeep Singh
	Title:	Account Director/Program Manager
	Phone:	(866)-537-9191 Ext 2
	E-Mail Address:	sledproposals@tscti.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Yasamine Rafik
	Title:	Administrator
	Phone:	(866)-537-9191 Ext 2
	E-Mail Address:	sledproposals@tscti.com
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters	TSCTI is a financially stable and rapidly growing temporary staffing services firm, has a net revenue of \$400M+ for the year 2022 and a current awarded contract value of \$1.1B. TSCTI currently has a credit line of \$10M and has \$56M as deposit at the bank. We don't have any short-term or long-term debts. TSCTI possesses the necessary financial capacity, working capital, and other resources to carry out the capital, operating, planning and future maintenance activities listed in the	

<p>of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, respondents may mark the information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.</p>	<p>solicitation, without assistance from an external source. TSCTI possesses the necessary financial capacity, working capital, and other resources to carry out the capital, operating, planning, and future maintenance activities, without assistance from any external source. TSCTI has added the Financial Statement for the last 3 years to showcase our financial strength and stability.</p>
<p>1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Not Applicable, TSCTI do not have filed for any bankruptcy or insolvency or any principal of the firm in the last three (3) years.</p>
<p>1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Not Applicable, TSCTI has never been into any litigation in which your company has been involved in the last three (3) years</p>
<p>1.3. Industry Qualifications</p>	
<p>1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>TSCTI is a staffing service and workforce solution provider firm. We provide a comprehensive suite of Temporary Staffing and Human Resource Solutions to meet our client’s needs such as Contingent Staffing, Direct Hire, SOW, Payroll Services, Recruitment Outsourcing, MSP Partnerships, and Vendor on Premise / Master Supplier and our primary/core services that TSCTI offers as a solution to associated government agencies.</p>
<p>1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.</p>	<p>Not Applicable.</p>
<p>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p>	<p>TSCTI has a team of Account Management Team. All team members are TSCTI’s full-time employees. Therefore, TSCTI’s assigned Account Director/Project Manager will be a single point of sale/services.</p> <p>Furthermore, no other network of distributors, agents, dealers, or resellers will be involved to provide the services or part of the contract.</p>

<p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	
<p>1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>TSCTI is temporary staffing and workforce solutions and service provider. We are S-corporation not owned by any parent company. TSCTI do not have any dealer network operates to sell and deliver the Products & Services proposed in this RFP. TSCTI has its own fulltime staff those are assigned to contracts.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>TSCTI was established in 1997 and has been providing staffing services for the last 26+ years and a MBEs certified by National Minority Supplier Development Council, Inc as a Minority Business Enterprise. In total, we have 350+ Temporary Staffing Services contracts including 71 Federal, 59 States, 115 Local agencies, 73 County clients. TSCTI is offering 360-degree Temporary Staffing Solutions to government clients, with a current contract awarded value at \$1.1B. We provide a comprehensive suite of Temporary Staffing Services such as Contingent Staffing, Direct Hire, SOW, Payroll Services, Recruitment Outsourcing, MSP Partnerships, and Vendor on Premise / Master Supplier and our primary/core services that TSCTI offers as solution to associated government agencies.</p> <p>TSCTI currently has 13 cooperative contracts of a similar nature, covering multiple locations, large requirements with multiple clients being handled. TSCTI has the State of New Jersey (State), a Managed Service Provider (MSP) program services under NASPO Value Point, for management of temporary staffing services for multiple service categories, such as administrative/clerical, professional, culinary, medical as well as the employer of record (EOR)/payrolling.</p> <p>The program size and volume for the State's MSP program</p> <ul style="list-style-type: none"> • Total headcount: 1356 • Number of active vendors: 79 • Spending till now: \$15.82 million <p>TSCTI assigned a dedicated MSP Account Manager who made frequent in-person visits to State's locations, gathered information from State and its agencies, and monitored our MSP scorecards to confirm that State needs and performance metrics are being met. As State's MSP partner, the Account Manager aligned our approach with State goals, drove full program adoption—and constant improvement—and committed to ensuring State's success and satisfaction.</p>

	<p>List of Coop. Contracts: GSA IT Schedule 70, Education Service Center - Region 14, NASPO Value Point, Education Service Center - Region 19, GoodBuy Purchasing Cooperative, Source well Choice Partners, Omnia Partners, Education Service Center - Region 10, Education Service Center, Region 20, Department of Information Resources - State of Texas, Education Service Center - Region 8, Buy Board Purchasing Cooperative, Franklin County, Ohio.</p> <p>TSCTI through NASPO Value Point, TSCTI has been serving IT and Non-IT contracts. Furthermore, TSCTI has the State of New Jersey as a single award multi-location contract worth \$249M.</p> <p>Percentage of Company's Revenue: TSCTI's core business is workforce solutions and 1005 of the revenue came from workforce solutions and staffing services. TSCTI has total revenue of \$400M till 2022. All the revenue till now has been collected from the workforce and staffing services. TSCTI provides similar services (including cooperative contracts) to over 200 government agencies. In 2020 total revenue was \$310M, in 2021 revenue was \$345, and in 2022 TSCTI was evaluated at \$400M</p>
<p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>TSCTI is a nationwide staffing and workforce solutions firm. TSCTI is present in all 50 states with over 39 satellite offices. TSCTI has over 350 staffing contracts across various government agencies including 71 Federal, 59 State, 115 Local agencies, 40 Education, 35 City, and 73 County clients. TSCTI has contracts even away from the mainland USA in Alaska and Hawaii. Additionally, TSCTI has Canada and Mexico as well where we are working with commercial and government clients for similar services. Therefore, we do not have any limitations within the USA.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	<p>Certifications: TSCTI is a matured and nationwide temporary staffing services company, certified as ISO 9001:2015, ISO 20000-1:2011, and ISO 27001:2013. TSCTI is an MBE certified by National Minority Supplier Development Council, Inc as a Minority Business Enterprise.</p> <p>Licenses: TSCTI is licensed to do business and is in good standing with the state of Ohio.</p> <p>Yes, TSCTI has maintained its certifications on an ongoing basis.</p>
<p>1.4. Public Sector Experience</p>	

<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>List of current Public Sector Cooperative contracts and the annual revenue through those contracts in each of the last three (3) calendar years:</p> <p><i>Education Service Center - Region 14</i> Annual Revenue in year 2022: \$3000 Annual Revenue in year 2021: \$3200 Annual Revenue in year 2020: \$2200</p> <p><i>NASPO Value Point</i> Annual Revenue in year 2022: \$2.5M Annual Revenue in year 2021: \$2.3M Annual Revenue in year 2020: \$1.1M</p> <p><i>Education Service Center - Region 19</i> Annual Revenue in year 2022: no requirements shared Annual Revenue in year 2021: no requirements shared Annual Revenue in year 2020: no requirements shared</p> <p><i>Good Buy Purchasing Cooperative</i> Annual Revenue in year 2022: no requirements shared Annual Revenue in year 2021: no requirements shared Annual Revenue in year 2020: no requirements shared</p> <p><i>Source well Choice Partners</i> Annual Revenue in year 2022: \$5000 Annual Revenue in year 2021: \$5000 Annual Revenue in year 2020: \$5000</p> <p><i>Omnia Partners</i> Annual Revenue in year 2022: \$40,081 Annual Revenue in year 2021: \$20,450 Annual Revenue in year 2020: \$20,271</p> <p><i>Education Service Center - Region 10</i> Annual Revenue in year 2022: \$22,000 Annual Revenue in year 2021: \$10,000 Annual Revenue in year 2020: \$10,000</p> <p><i>Education Service Center - Region 20</i> Annual Revenue in year 2022: no requirements shared Annual Revenue in year 2021: no requirements shared Annual Revenue in year 2020: no requirements shared</p> <p><i>Department of Information Resources - State of Texas</i> Annual Revenue in year 2022: \$13,684 Annual Revenue in year 2021: \$13,000 Annual Revenue in year 2020: \$13,000</p>
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	<p><i>Education Service Center - Region 8</i> Annual Revenue in year 2022: no requirements shared Annual Revenue in year 2021: no requirements shared Annual Revenue in year 2020: no requirements shared</p> <p><i>Buy Board Purchasing Cooperative</i> Annual Revenue in year 2022: We have yet to receive job requirements as no requirements has been shared yet. Annual Revenue in year 2021: Not Applicable, as contract was awarded in 2022. Annual Revenue in year 2020: Not Applicable, as contract was awarded in 2022.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>i) Total dollar amount with educational clients: \$8.36M ii) Percentage of total annual revenue with educational clients: 22%</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>i) Total dollar amount with local governments: \$38M ii) Percentage of total annual revenue with local governments: 72%</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products 	<p>Reference#1 Client Name: Region 10 Education Service Center (Cooperative Contract) a. Customer contact person and their title, telephone number, and email address; <i>Name & title: Amber Reed, EANS Program Coordinator - Office of Federal Programs</i> <i>Telephone: 972-348-1244</i> <i>Email: amber.reed@region10.org</i> b. A brief description of the products and services provided by your company; Region 10 Education Service Center was seeking proposals from qualified personnel services to service the temporary labor needs of ESC region 10 members for a one term contract period, with an option to renew for two (2) additional one-year options. The contractors were evaluated on purchase price, reliability and quality of vendors personnel, reputation of the vendor and of the vendor's goods or services, quality of the vendor's goods or services, the extent to which the goods or services meet the needs of ESC region 10, and vendor's past relationship with ESC region 10. c. Customer relationship starting and ending dates; and, Jan 2021 – Dec 2023</p>

<p>and services your company provided.</p>	<p>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p> <p>Develop and report metrics and key performance indicators from monitoring and tracking budgets. TSCTI account manager-maintained communication and coordination with ESC region 10. TSCTI is doing the preparation, implementation and planning of all budgetary activities for the contract, provided information and assist staff in the implementation of internal controls, prepare project status reports, and compiling and enter budget data into internal systems. To manage the contract TSCTI has allocated a team of 2 individuals, Account Manager and Account Executive to handle the needs of the contract. Including 1 subject matter expert, 1 recruitment manager and team of 7 recruiters.</p> <p>Reference#2</p> <p>Client Name: New Jersey Department of Community Affairs, NJ</p> <p>a. Customer contact person and their title, telephone number, and email address;</p> <p>Name and Title: Sandhya Verma, Personnel Coordinator, Disaster Recovery and Mitigation</p> <p>Telephone: (609)-913-4275 Email: Sandhya.Verma@dca.nj.gov</p> <p>b. A brief description of the products and services provided by your company;</p> <p>The work is initiated as soon as we get any staffing requirement. The dedicated recruitment team utilizes different sources like JobDiva, internal staff, proprietary pre-vetted resume database TSCTI is utilized CONREP for timesheet management and Accounting. This gives us a comprehensive solution for tracking Timesheets, Time-off, Expenses & Project time management - integrated with Self-service portals, automatic AR & AP invoicing, Payroll Reports, Commissions & profitability reports. Dedicated account management team worked with the County and temporary staff for timely filling of timesheet and generating error free invoices.</p> <p>c. Customer relationship starting and ending dates; and,</p> <p>Jan 2021 – Dec 2024</p> <p>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p>
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	<p>Total Resources Allocated: 14 team members. One Program Manager, one Account Manager, one Account Executive as a back-up. Including 1 Quality Assurance Manager, payroll & billing Manager, Contracts Manager, 1 recruitment manager and team of 7 recruiters. TSCTI has p[laced 20 temporary staff</p> <p><i>Reference#3</i></p> <p>Client Name: City of Richmond, VA</p> <p>a. Customer contact person and their title, telephone number, and email address;</p> <p>Name & Title: Adriene Davis, Sr. Manager Telephone: 804-646-5950 Email ID: Adriene.Davis@RVA.gov</p> <p>b. A brief description of the products and services provided by your company;</p> <p>The contract duration is from Aug 2020 – Jul 20234 The contact kick-off done in first week of Aug 2020, the original contract implementation date was immediately after the contract award. The contract actual implementation date started at in early Sep., after the contract execution formalities was completed.</p> <p>c. Customer relationship starting and ending dates; and,</p> <p>Aug 2020 – Jul 2024</p> <p>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p> <p>We conducted a kick-off meeting with City to defining a schedule of weekly status meetings to report on progress, manage risks, and identify and provide status on issues for resolution. Developed and report metrics and key performance indicators from monitoring and tracking budgets. TSCTI account manager-maintained communication and coordination with City. TSCTI did the preparation, implementation and planning of all budgetary activities for the contract, provided information and assist staff in the implementation of internal controls, prepare project status reports, and compiling and enter budget data into internal systems.</p>
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Reference#4

Client Name: City of Dallas, TX

a. Customer contact person and their title, telephone number, and email address;

Name & title: Janice L. Peters, Manager – Information Technology

Telephone: 214-670-4559 | Email: janice.peters@dallas.gov

b. A brief description of the products and services provided by your company;

The city was seeking interested firms to provide Temporary Personal Services on an as needed basis. TSCTI is solely awarded vendor working directly with the various Department to provide quality temporary personnel in a timely manner to fulfill staffing needs for daily workflow. We conducted kick-off meeting with the City to defining a schedule of weekly status meetings to report on progress, manage risks, and identify and provide status on issues for resolution. TSCTI conducted the following activities:

- Created a dedicated Webpage to accommodate all current incumbent staff to provide detailed steps of the transition and onboarding. Functionalities included Online registration, and detailed steps for onboarding process.
- A dedicated helpdesk phone line was set up to support the transition and post-transition process of staff.
- As a part of our helpdesk support, we shared a common email account where staff could send queries or any questions they have.
- We assigned a dedicated Incumbent Capture Team for transitioning activities.

c. Customer relationship starting and ending dates; and,

Feb 2021 – Jan 2025

d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

TSCTI allocated total 8 Resources till the date and serving the City with maximum customer satisfaction. We provided the short-listed staff for interviewing, and at our expense we performed required Level I and/ or Level II (selected positions) background checks, including criminal history checks, and drug screenings on their contract workers assigned as a result of this contract.

	<p><i>Reference#5</i></p> <p>Client Name: COX Communications</p> <p>a. Customer contact person and their title, telephone number, and email address;</p> <p>Tracie Vogel, Manager, Global Strategic Accounts Tel.: (818)-303-6037 Email: Tracie.Vogel@cox.com</p> <p>b. A brief description of the products and services provided by your company;</p> <p>TSCTI provided a single point of contact for all contract and management matters. TSCTI to build and maintain strong long-lasting client relationships, and TSCTI coordinated with key accounts stakeholders, and ensure the timely and successful delivery of our solutions according to customer needs and objectives. TSCTI communicated the progress of monthly/quarterly initiatives to internal and external stakeholders. TSCTI is responsible for process background checks, forecast and track key account metrics, prepared reports on account status weekly.</p> <p>c. Customer relationship starting and ending dates; and,</p> <p>Mar 2020 – Feb 2024</p> <p>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p> <p>TSCTI allocated total 8 Resources till the date and provide over 30 temp staff with maximum customer satisfaction.</p>
2. <u>Products & Services</u>	
2.1. PRODUCTS & SERVICES	
<p>2.1.1. <i>Product & Services Description(s).</i> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related</p>	<p>TSCTI was established in 1997 and has been providing staffing services for the last 26+ years and National minority owned firm with 350+ Temporary Staffing Services contracts including 71 Federal, 59 States, 115 Local agencies, 100+ County clients. TSCTI and Equal Employment Opportunity firm offering 360-degree Temporary workforce Solutions to government clients, with current contract awarded value at \$1.1B. We provide a comprehensive suite of Temporary Staffing and Human Resource Solutions to meet our client’s needs such as Contingent</p>

to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Staffing, Direct Hire, SOW/Consulting, Payroll Services, Recruitment Outsourcing, MSP Partnerships, and Vendor on Premise / Master Supplier and our primary/core services that TSCTI offers as solution to associated government agencies.

TSCTI provides various services to its public and private sector clients as explained below:

- **Contingent 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. TSCTI has more than 10,000 resources on its payroll in different areas and keeps a strong database of 5.5 million pre-screened resumes, which makes us fully capable of fulfilling the requirement of the Participating Public Agencies as and when required.
- **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. We are providing consulting services to various government clients such as the Maryland Department of Information Technology, Hennepin County – MN, Maryland Health, Benefit Exchange, Fairfax County Public Schools- VA, Sierra Joint Community College District – CA and many more.
- **Direct Hire:** Our direct hiring services are designed to provide you with skilled and capable temporary professionals (direct hire for nay service category including IT, Non-IT, Light Industrial, Labor, Skilled or Janitorial/Maintenance) without the involvement of a third-party agency or a platform. As you share your requirements with us, we provide you with the most capable professionals without referring to any recruiter or staffing agency. Our direct hiring services help you eliminate unnecessary delays in procuring talent and save you the cost of paying dedicated staffing agencies to obtain assistance. Our approach is simple and direct, ensuring that you have skilled and experienced temporary professionals at your disposal almost immediately. We are providing similar services to James City County – VA, Baltimore County Public Schools - MD, City Colleges of Chicago – IL, American Bar Association, Wayne County Airport Authority – MI, Maryland Department of Information Technology, Hennepin

	<p>County – MN, Maryland Health, Benefit Exchange, Fairfax County Public Schools- VA, Sierra Joint Community College District – CA</p> <ul style="list-style-type: none"> ○ Managed Service Solutions: TSCTI offers Managed Service Solutions to manage all parts of their contingent workforce through our Managed Service Program. 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. The VMS solution automates the process of acquiring and managing contingent and freelance labor time, expense, and consolidated invoicing. These services include but not limited to Contingent Staffing, Statement of Work (SOW), 1099/Independent Contractors (1099/IC), Learning and Development (L&D), Healthcare and more. ○ Temporary-to-Hire Services: TSCTI provides the benefit of hiring a temporary employee for its clients. This process allows contracted 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 6 months of work, a client can hire a contracted employee at no additional charge. We are currently offering temporary to hire services to various government clients that include but not limited to the American Bar Association, County of Ventura – CA, Phoenix Union High School District – AZ, Pennsylvania’s State System of Higher Education, Orange County Sanitation District – CA and more. ○ 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 Payroll 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. Some of our prestigious clients where we are providing payroll services are the State of New Jersey, State of Colorado, State of Virginia – Department of Health, Buffalo Public Schools – NY, The Fire Department of the City of New York and many more. ○ Recruitment Process Outsourcing 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 make up 80% of the working community not actively seeking employment. By aligning our recruiters with specialization, we
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	<p>will leverage their shared experience, networks, and best practices to expand our reach into each specific talent community and build robust talent pipelines. Some of our government clients to whom we are providing Recruitment Services are James City County – VA, Baltimore County Public Schools - MD, City Colleges of Chicago – IL, American Bar Association, Wayne County Airport Authority – MI and many more.</p> <p>Furthermore, TSCTI's services include:</p> <ul style="list-style-type: none"> ○ Workforce management: TSCTI, as a vendor, is responsible for managing the entire workforce or a part of the workforce at the client's location. This includes recruiting, hiring, training, and managing employees. ○ Compliance management: TSCTI as a vendor ensures that the client's workforce is compliant with all relevant laws and regulations, including labor laws, immigration laws, and tax laws. ○ Performance management: TSCTI as a vendor is responsible for monitoring and improving the performance of the workforce, including setting performance targets, providing feedback, and implementing improvement plans. ○ Cost management: TSCTI as a vendor is responsible for managing the cost of the workforce, including payroll, benefits, and other expenses. ○ Reporting and analytics: TSCTI as a vendor provides regular reports on the performance of the workforce, including metrics such as turnover rates, employee satisfaction, and productivity. ○ Technology solutions: TSCTI as a vendor provides technology solutions to manage the workforce, such as software for time and attendance tracking, payroll processing, and performance management. <p>Moreover, as projects scale up, TSCTI helps business ramp up hiring and supervising a high volume of contract talent. As an effective partner, TSCTI can help CCOG and Equalis Group to drive workforce efficiency, engagement, and retention.</p> <p>TSCTI's Qualification</p> <p>TSCTI possesses proven track record in providing similar temporary employment Services to public sector clients since 1997. To present our capabilities and the essential components of the scope of services of CCOG, TSCTI offers the following unique capabilities to CCOG that make us distinctive and sets us apart from our competition to deliver better value to CCOG:</p> <ul style="list-style-type: none"> ▪ 26+ Years of Staffing Expertise: TSCTI have placed more than 180,000 skilled resources and delivered 25 million+ man-hours on over 350 temporary employment contracts all over the USA. ▪ Nationwide Presence: We have a strong presence in all 50 States where are providing similar temporary employment services to various State, Federal & Commercial clients. We have regional offices in 16 States with the help of which we successfully manage various contracts across the different regions. ▪ Hold various Cooperative Contracts: TSCTI has been working on various
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	<p>cooperative contract like NASPO Value Point, Omnia Partners, Goodbuy Purchasing Cooperative, Source well, Choice Partners, S.E. Florida governmental purchasing Cooperative group, Education Service Center (Region 2, 8, 10, 14, 19, 20).</p> <ul style="list-style-type: none"> ▪ Public Sector Focused company: TSCTI business model is focused on prime contract with federal, state and local government agencies. Over 90% of our revenue comes from government contract which reflect the stability, integrity, maturity and knowledge of government processes and procedures. ▪ Dedicated Account Management Team: TSCTI's local account management approach for handling staffing contracts ensures that contract requirements and goals are well supported. For CCOG, we have a dedicated account management team including local dedicated experienced accounts manager to ensure the right delivery of services. In addition, we have a team of 10 customer support personnel in OH. Local Account manager will provide single face to the customer with clear lines of authority; vertical and horizontal coordination and open flow of communication to appropriate levels. Our Account Manager has over 100 combined years of experience managing staffing needs of government agencies such as State of New Mexico, State of Texas, State Maryland, State of New York, and many more. ▪ Recruitment team, Job boards and Turnaround Time: TSCTI has a total 280+ domain specified recruiters with an advantage of access to all major electronic resume bulletin boards – CareerBuilder, Zip Recruiter, Indeed, Dice, Glassdoor and Monster. We also use social media platforms such as LinkedIn and Facebook. We currently have internal database of 5 Million+ resumes. In normal scenarios, we provide an average turnaround time of 1 business day per candidate. ▪ ISO 9001:2015 compliant recruitment process: We have an ISO 9001: 2015 compliant recruitment process, which makes us capable to provide requested services. By using this process, we have successfully placed more than 10,000 candidates across US in last 2 years. ▪ Ability to staff work request / task orders immediately/ Gigantic Resume Database: We understand the importance of the initiatives taken by the State and we are committed to provide our best resources. TSCTI has excellent resources in its resume database pool for various categories required by CCOG. TSCTI` has more than 500,000 highly proficient and experienced candidates' resumes database of labor categories required by CCOG. We keep on updating this database enabling us to meet requirements of client with short-term notice. ▪ Surge Capability: TSCTI has the capability to support emergency situations. We can provide vast number of resources on a short turnaround time. ▪ Productivity Tools: We offer an electronic suite of online tools to increase the efficiency for CCOG in onboarding, timekeeping, and reporting processes. With these productivity tools, TSCTI and CCOG can gain access to analytics that will provide continuous improvements in quality and efficiency. We utilize our proprietary tool "ERPKICK" for Timesheet, QuickBooks for invoicing, and JobDiva for Onboarding and as an Applicant Tracking System. ▪ E-Onboarding: E-On-boarding of candidates are managed by JobDiva owned by TSCTI. This tool provides easy access of all onboarding documentation including e-signature. It also provides platform to conduct a new hire orientation, ethics training and to educate about work culture and benefits. ▪ Timesheet and Attendance Reports: TSCTI uses premier accounting software to record financial transactions and Time, Expense to collect, record time and attendance information. We will use ERP Kick & Office Clips for generating and maintain customized or innovative timesheets and
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	<p>attendance reports.</p> <ul style="list-style-type: none"> ▪ Knowledge Exchange Portal: TSCTI has implemented an innovative knowledge management portal for internal employees or Key Personnel, which enables the employee to share their knowledge across their projects. It enables the sharing of technical data & information, pitfalls and successful stories among all employees. We conduct Knowledge Exchange sessions either as in-house training or via our portal. This has been very successful & been appreciated by our customers as it helped reduce project delivery timelines. ▪ On the Job Training (OJT) to the Employees: TSCTI provides internal and external management and training for all our staffing employees. We recognize the importance of imparting training to its employee lead to their personal growth and development, as well as the necessity of a highly skilled workforce in order to improve the success and efficiency of the organization. ▪ Financially Stable: TSCTI is a financially stable and growing company with strong cash flow. In the year 2022, we were financially evaluated at \$400M without any pending merger or financial liabilities. TSCTI currently has a credit line of \$10M and has the required financial capacity to provide the services. We don't have any short or long-term debts. ▪ TSCTI's Team Strength: We ensure our commitment to satisfy all client requests by following these principles: <ul style="list-style-type: none"> ○ Understanding the client 's needs ○ Meeting all requirements/commitments of customer with intelligent management for recruitment services. ○ Verifying that its recruitment services meet agreed requirements ○ Making provisions of quality assessment, testing & training for accepting market challenges ○ Monitoring, benchmarking and continuously improving its business, products and services, organization and employees' performance. <p>With this proven ability and distinctive competencies make us fully confident and ideal to take this contract and to fill any job title to perform the quality work on time and within budget to fulfill the vacancy. By selecting TSCTI, CCOG will have a partner with a proven combination of staffing experience, resources, and management processes.</p>
<p>2.1.2. Recruitment and Selection. Describe your process for sourcing, screening, and selecting candidates. How does your organization ensure the quality of candidates.</p>	<p>Recruitment is TSCTI's core competency executed according to best practices developed through industry analysis and optimization. For hiring quality resources, we will utilize our ISO 9001:2015 compliant ten-step recruiting framework also referred to as our recruitment productivity process that which 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.</p> <p>To ensure the quality of candidates, TSCTI uses multiple channels to source out a broader range of active and passive candidates. Searched candidates are then screened out at four levels focusing on client requirements and job needs.</p> <p><u>MULTICHANNEL CANDIDATE SOURCING:</u></p> <ul style="list-style-type: none"> ○ Internal Staff: TSCTI has a staff of 5500+ employees who match the positions mentioned in the solicitation. TSCTI regularly

	<p>checks on project end dates of these employees and submits those, whose projects are going to end and match for the requirement.</p> <ul style="list-style-type: none"> ○ Internal Referrals: In parallel, we share the requirements with our employees by posting them on our internal web site for internal referrals. ○ Internal Resume Database: TSCTI has an internal resume database of more than 5.5M resources, which is growing every day as we work proactively on building databases by understanding our client's requirements. ○ Local Job Fairs: In addition to selected advertising in local media, TSCTI's recruitment/management team sponsors and participates in the regular job fair, hosts recruiting open houses, saturates local markets with recruiting and referral fliers, and works closely with State and local job-assistance agencies to ensure every possible sourcing option is pursued. Additional examples include multi-lingual job postings and diversity-based referral bonus programs. ○ Teaming with local employment agencies: TSCTI has established a teaming partnership with the local employment agencies in the State of OH. On occasions, we rely on our local team partners to augment our temporary staffing capabilities. ○ Veteran sourcing channel: We utilize various veteran sourcing channels such as Recruit Military, Military.com, us veterans' pipeline and more. ○ Job Sites: TSCTI has accounts with popular job websites, such as LinkedIn, indeed, CareerBuilder, Monster, Dice, Career Vitals, HealthJobsNationwide.com, Health care Source, Health e Careers, etc. This provides access to a wide pool of resources across the nation. ○ Advertisement: TSCTI posts all the requirements on our own website and with other government employment agencies. ○ Local Employment Posting Papers and Websites: We understand that many candidates review free employment-related websites (e.g., understands Craigslist) and papers that can be found in local establishments and many support organizations' missions and we post on these sources. ○ Social Networking Sites: As social and professional networking sites continue to gain popularity, TSCTI's proactive recruiting strategy maximizes the use of social networking sites such as LinkedIn, Facebook, and Twitter to connect with untapped pools of potential candidates. This medium is also successful in generating referrals. <p><u>CANDIDATE SCREENING</u></p> <p>Screening at TSCTI is performed at 4 steps:</p> <ul style="list-style-type: none"> ○ Resume Screening: Whenever any requirement opens, our Recruitment Manager follow a comprehensive approach to source the best resumes for the positions and evaluate the resumes by following the key elements of resume evaluation
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	<p>such as resume organization, dates of employment, experience, and education & certification. Once the resume is evaluated, the recruitment team will start conducting initial screening with a personally sourced resume evaluation process.</p> <ul style="list-style-type: none"> ○ Pre- Employment Screening: TSCTI personnel undergo a stringent skill test to ensure quality candidates are placed at client site with proper skills and experience. Our recruiters have the experience of screening and seek candidates matching the skill requirement mentioned in the scope of services with various position specific government clients which makes them fully capable of handling the client requirements. TSCTI has prepared a variety of aptitude, personality, and skills tests and questionnaires based on our experience of two decades. Sample skill assessment tests include MCQs, Written Tests and Scenario based tests focusing on: Typing Skills, Physical Strength, Filling Methods, Communication Skills, Customer Services, Equipment handling, troubleshooting skills, Driving Skills etc. as per the job needs. We also have use tools and online partners such as SHL, Kenexa, eSkill and Prove it! For online assessment which covers multiples tests based on various job specific skills. ○ Interview: All TSCTI candidates are interviewed by a recruiter trained to uncover the candidates' past performance. The interview comprises an in-depth assessment of each candidate's skills and abilities, proven past performance, attitude, and behavior. TSCTI recruiters understand these detailed elements to provide the Client with the most qualified candidates from a performance, cultural, and retention perspective. The key objectives of the interview process are to find resources that match the Client's requirements. <ul style="list-style-type: none"> a. Telephone Interview: After a thorough resume review, our recruiters perform a telephone interview to determine how their current and previous work experiences are relevant to our client's primary needs. Our recruiters ask about employment history, training, expected wages, travel preferences, and if they're willing to submit to a drug screen and background check. b. In-person: The selected candidate has a face-to-face interview with a staffing professional to go more in depth into their resume. Previous work experience, primary skillsets, salary history, are all covered in these interviews. To go more in depth into their resume, the selected candidate will go through in-person phase. Previous work experience, primary skillsets, salary history, and future goals are all covered in these interviews. During our interaction with the candidate, we ask comprehensive questions so that we place the candidate in the job best suited to his or her background. <ul style="list-style-type: none"> i. Technical interview – Subject Matter Experts rate technical skill proficiency.
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	<ul style="list-style-type: none"> ii. Soft skills interview – Interpersonal skills, communication skills, location, environment and business sector preferences, and personality profiling. iii. Behavioral event interview – Designed to elicit open-ended responses based on prior employment history. <ul style="list-style-type: none"> o Background and Drug screening: An independent third-party certified agency will perform background checks on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We notify the Client in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clear the background check to proceed to join the Client’s project. TSCTI’s partnered agency have the resources to perform a variety of background checks at a local, District, and state level, including: Academic Record Check, Database Check, Reference Check, Civil Litigation Check, Emerging Background Checks, Residence Check, Credentials Check, Employment Eligibility Check, Social Security verification, Criminal Conviction Check, Identity Check, Social Media Check, Social Media Summary, National Sex Offender Registry, Address History, Professional License, Motor Vehicle. <p>In general, TSCTI conduct electronic drug screening and 5 drug test which will include: Phencyclidine, THC, Opiate, Amphetamine/Methamphetamine, Cocaine, etc.</p> <p>Please note that TSCTI is capable to conduct the 7-panel, 10-panel, or 12-panel drug tests if required by client.</p>
<p>2.1.3. Additional Offering. Include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Master Vendor Services: TSCTI can provide a unique management program to optimize your overhead cost structure and provide significant savings. The following are some of the advantages that you will derive from our Master Vendor Services.</p> <ul style="list-style-type: none"> o You will have a single point of contact to manage all vendors o Reduction of liabilities and easier management of contract employees through payroll management o Increased accountability in all supplier business partnerships o Improved time and cost savings because we will be handling all the invoicing, timesheet, remittance, and other administrative processes o Management of all activities such as on boarding, compliance, training, and off boarding o Strong systems that cover the whole range of sub vendor management processes o Contingent worker staffing o Detailed analytics and reports to keep you informed o A great deal of savings because of high volume discounts o Our pricing models allow us to engage suppliers at lower margins, thus reducing cost per hire. If you want a Master vendor program

	<p>for improved efficiency and reduced costs, you cannot go wrong with TSCTI.</p> <p>Employee Leasing: Employee leasing works by simply transferring employees from a company to the payroll of TSCTI 's employee leasing services, and then releasing them back to the company on a temporary basis. This allows TSCTI to become the legal employer, thus taking over all HR management tasks.</p> <p>Recruitment Process Outsourcing (RPO): TSCTI has the huge team having expertise and experience at various stage of recruitment process and is trained to work on more efficient manner to deliver results in lower costs, shorter turnaround time and better quality. This capability is the result of our presence in industry for the last 2 decades and having diverse experience in various domains and variety of clients in terms of size, type, and culture. This pool of recruiters is deployed at your end for the required duration based on your need hence avoiding your fixed cost and allowing you to use our resources based on your business requirements fluctuation.</p> <p>Customer Support: TSCTI provides customer support to its clients, TSCTI assigns one Program Manager for every individual client/account it holds. The Program Manager is responsible for handling routine activities or issues related to the project with our client and ensuring the smooth functioning of the project daily. As a healthy practice, our Account Director and Account Manager interact with the CO/COTR by holding one-to-one meetings on a weekly or monthly basis with the permission of the client and address problems and concerns affecting the project as well as share other relevant information.</p> <p>TSCTI value addition to Agency in providing Customer Service Support:</p> <ul style="list-style-type: none"> • High Retention: TSCTI has continued to maintain a team of Trainers and Techno-Functional experts for the last four years with zero turnovers. • Financial Management: TSCTI worked closely with the Program Manager in ensuring the continuity of mission-critical resources on a low budget. • Customer Focus: We have always given precedence to the Agency's success over company profitability. • Higher Skilled Labor: TSCTI's resources have been more qualified than the mandatory requirements. • Turnaround Time: Resource replacements, whenever required, were provided within 24 hours • Training: We have provided pieces of training on CMMI processes, and new technologies and achieved Certifications • High Availability: TSCTI has ensured 24x7 availability of the client interfacing team <p>Simply put, we take pride in what we do, and complete customer satisfaction is our top priority. There are numerous examples of our</p>
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	having worked with our clients to ensure outstanding customer support.
2.1.4. Compliance. Describe your organization's approach to compliance with relevant labor laws.	<p>TSCTI's approach to compliance with relevant labor laws varies depending on several factors, however, there are some general principles that TSCTI typically follows to ensure compliance with labor laws:</p> <ul style="list-style-type: none"> ○ Legal Compliance: TSCTI makes it a priority to understand and comply with all applicable labor laws, including those related to minimum wage, overtime, working hours, workplace safety, non-discrimination, and employee rights. This involves conducting regular audits to assess compliance, staying updated on changes in labor laws, and seeking legal advice when needed. ○ Policies and Procedures: TSCTI develops comprehensive policies and procedures that align with labor laws and ensure compliance. These policies cover various aspects of employment such as recruitment, hiring, compensation, working conditions, benefits, disciplinary actions, and termination. Clear guidelines are established to ensure fair treatment of employees and adherence to legal requirements. ○ Legal and HR Compliance Monitoring: TSCTI Legal and Human resources departments play a crucial role in ensuring labor law compliance. They closely monitor employee-related processes to ensure compliance with labor laws. This includes monitoring work hours, breaks, overtime, leave management, employee classification (e.g., full-time, part-time, independent contractor), and ensuring proper record-keeping. ○ Record-Keeping and Documentation: TSCTI maintains accurate and up-to-date records related to employee matters to demonstrate compliance with labor laws. This includes records of employment contracts, payroll records, time and attendance records, employee complaints, performance evaluations, and training documentation. These records can serve as evidence of compliance during audits or legal proceedings. ○ Guidance with Regulatory Bodies: TSCTI establishes open lines of communication with relevant regulatory bodies responsible for labor law enforcement. They may participate in industry-specific associations, engage in discussions, and seek guidance from regulatory authorities to ensure compliance and stay informed about any updates or changes in labor laws. ○ Continuous Improvement: TSCTI strives for continuous improvement in labor law compliance by regularly reviewing and updating its policies, procedures, and practices. This includes conducting internal audits, seeking feedback from employees, and addressing any identified gaps or areas of improvement promptly. ○ Employee Education and Training: TSCTI invests in educating their employees about labor laws, their rights, and company policies. This may include training programs, workshops, or informational materials that explain employment laws,

	<p>workplace rights, and the consequences of non-compliance. By providing this knowledge, organizations empower employees to understand and assert their rights.</p> <p>Moreover, labor laws can vary significantly across countries and jurisdictions and therefore, TSCTI operating in multiple locations need to adapt their compliance approach to meet the specific legal requirements of each region. Seeking legal counsel and staying updated on labor law developments are essential in maintaining a compliant and ethical work environment.</p>
<p>2.1.5. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products or services that cannot be found in your standard catalog offering or non-inventoried products.</p>	<ul style="list-style-type: none"> ○ Service Recommendations: TSCTI can assist CCOG and Equalis Group products or services recommendations. Based on your specific requirements, preferences, and budget, we can offer personalized recommendations for Open Market Products. By understanding your needs, TSCTI can suggest services that are best suited to your situation and provide reasons for the recommendations. ○ Comparative Analysis: For CCOG and Equalis Group, TSCTI can hire resources to compare multiple products and services, to help CCOG and Equalis Group analyze the similarities and differences between them. By considering factors such as features, performance, reliability, customer reviews, and pricing, we can provide insights to support your decision-making process. ○ Price Analysis: For CCOG and Equalis Group, TSCTI can have a real-time pricing Analysis, that can offer general information about typical price ranges for specific services for specific categories. TSCTI can help gather information on current prices and availability of Open Market Products. ○ Product Descriptions: TSCTI can provide detailed descriptions of Open Market Products, including specifications, features, dimensions, materials, and any other relevant information. This helps you understand the key aspects of a product before making a purchase decision. ○ User Reviews and Ratings: TSCTI can summarize and present user reviews and ratings for Open Market Products. By aggregating feedback from various sources and providing you with an overview of the general sentiment and user experiences associated with specific products. ○ Troubleshooting and Support: If you encounter issues with Open Market software you've purchased, TSCTI can assist CCOG and Equalis Group with troubleshooting and on resolving common problems or direct you to official customer support channels where you can seek further assistance.
<p>2.2. Customer Service & Client Management</p>	
<p>2.2.1. Customer Service Department. Describe your company's approach to customer service.</p>	<p>TSCTI assigns a Client Engagement and Delivery Office (CEDO) for the City's contract to provide regular and after-business-hours support. CEDO will empower TSCTI to respond quickly to all the City's</p>

	<p>requirements and queries, with turnaround time as little as 12 hours for all the job requirements. CEDO is focused on adding values and delivering the temporary staff “whenever the Client needs” through a deep understanding of the experience, skills and other details for successful deployment and project completion. CEDO ensures a perfect match with continuity at a place using an innovative, best in class 24x7x365 recruiting and deployment engine, complemented by internal teamwork to validate candidate and background, deployment, candidate replacement, change management, and timesheet management & administration. Here is a snapshot of what the City can expect from CEDO under this contract. TSCTI offers 24*7*365 customer support services to clients. Our general operation hours will be 7:30 AM EST to 7:30 PM PST Monday to Friday. Our clients can contact us through any channel including Call, email, chat, Fax, or our order system (Job-Diva) even on holidays or after hours. Our Account Manager will act as a single point of contact (SPOC) and will be backed by an Account Manager (An alternative and backup point of contact) and both will ensure an active and effective communication 24*7*365 and responds to any email, call within an hour and incase Equalis Group needs to speak with our Executive Leadership, Our CEO Mr. Anil Sharma is always available to answer and solve any University’s query and ensure best Customer Service. Customer complaints received at TSCTI are escalated up to higher level of Account Manager and CEO. We are focused on resolving the issue or complaint before the next working day. In case of unsatisfactory resolution, customer has the right to escalate the issue to higher management as per these levels: Level I - Account Manager, Level II - HR Manager (for other HR issues), Level III - V.P - Staffing, Level IV: CEO.</p>
<p>2.2.2. Candidate/Client Support. Describe any candidate/client support or management services or tools offered by your organization.</p>	<p>TSCTI is utilizing the industry’s best tools and technologies and we are proposing these tools to meet the CCOG and Equalis Group requirements. We use defined quantitative and qualitative methods established to measure quality planning and service. To effectively manage cost, technical performance, risk, and schedule we monitor and manage the measurements using automated and manual tools that provide CCOG and Equalis Group real-time visibility into our processes and ongoing work. Below, TSCTI has described the automated system that we will use to fulfill the requirement mentioned in Scope of Services:</p> <ul style="list-style-type: none"> • Impressions: TSCTI’s SharePoint-based CMMI-certified program management tool stores and manages project documents, and enables all project personnel to report process, status, and risk. It contains 500+ SOP’s and houses a wealth of technical implementation assets, such as plans, processes, procedures, templates, and forms. Additionally, deliverables are also tracked in Impressions. TSCTI proposes that onsite team members and authorized CCOG and Equalis Group users will link through Microsoft SharePoint to upload and update program deliverables required by the contract, providing CCOG and Equalis Group a real-time assessment of all services and projects being managed under this contract.

	<ul style="list-style-type: none">• Earned Value Management (EVM): EVM system as a critical cost forecasting, monitoring and evaluating the tool. Our EVMS provides a common database for analysis and reporting on all projects across our programs. It is capable of capturing and evaluating cost, schedule, risk, and performance data and is flexible enough to support a range of earned value requirements depending on the scope, budget, duration, and complexity of the project• Metrics Library: TSCTI utilizes Metrics Library to store estimation data and all metrics on contract undertaken.• Application Tracking System: TSCTI use JobDiva as Applicant Tracking System and front-to-back Talent Management solution. JobDiva gives us a solution to streamline all our recruitment and IT project needs, by integrating our subscribed job boards.• Automated onboarding: TSCTI uses E-onboarding process through JobDiva. We can customize a standard document library for onboarding from which TSCTI selects processes for the new hire. On JobDiva, we can customize documents with rich features such as Auto-populate Documents, Electronically Sign, Use Web Forms.• Time Tracking and Management: TSCTI is engaged in many IT projects services programs, each with unique timekeeping and billing requirements. Typically, our standard process mandates that the candidate submit approved timesheets weekly to their TSCTI Employee care (E-care) resource (assigned to the project) for entry into our online time management systems called OfficeClip, to ensure accurate timekeeping.• Accounting Tool: TSCTI uses QuickBooks for accounting and maintains billing accuracy. QuickBooks is accounting software that provides TSCTI, a secure platform, which can process bills and business payments.• Technical Proficiency Profile Testing: To screen the qualified candidates, TSCTI's Quality team utilizes Sterling and our internal Online Technical assessment test which contains more domain specific questions. <p>Processes and Tools for Managing Technical Performance: Team TSCTI Contract and Project Managers will collaborate to lead the development of our Performance Management Plan. Before contract kick-off, we provide a Performance Management Plan that details each SLA and includes the measurements, automated tools used to capture and measure the data, surveillance techniques, associated disincentives, and performance metrics. It includes recommended SLA improvements and explains how we provide quality assurance to ensure consistency, accuracy, and timely submission of reports. The plan also addresses how often each will be measured and how it will be reported to the CCOG and Equalis Group. Before we implement the Performance Management Plan, we submit it to the CCOG and Equalis Group for approval.</p>
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	<p>For our customer support management and contract solutions, TSCTI has a network of monitoring tools. TSCTI has tools like Groundwork-IT, Impressions, Message Broker, JobDiva, skill Testing tools, Microsoft CRM and other automated tools and technologies to measure, track, report, save cost, and monitor service level performance and performance metrics. We will maintain the dashboards of SLA statistics in Microsoft SharePoint. Our web-based reporting portal will be the primary information and quality reporting repository for the project. This portal provides access to quality and service performance related reports and deliverables to CCOG and Equalis Group, including the Task Order Level Monthly Report and performance metric reports. To evaluate the accuracy of measurement data, TSCTI conducts quality assurance checks to validate the consistent quality of data collection practices. Our Project Manager will be responsible for verification of accurate measurement and reporting and compliance with our established process standards.</p> <p>Processes and Tools for Managing Risk: TSCTI has an in-depth approach to risk identification, tracking and mitigation that is based on a combination of commercial best practices and tools and on our knowledge and understating of Medicate risk policies, procedures, and tools. TSCTI will continually monitor CCOG and Equalis Group environment and our performance to identify, avoid, mitigate, or remediate potential risks. We integrate our comprehensive Risk Management Plan (RMP) into our program management methodology and link it closely to our quality management process. In identifying and mitigating risks, we leverage our direct experience and lessons learned in Operation and Maintenance support Medicaid system. We also apply our ITIL experts in delivering effective risk identification, mitigation, and remediation practices CCOG and Equalis Group. On the award, we will work with CCOG and Equalis Group to define and incorporate CCOG and Equalis Group notification and reporting parameters.</p> <p>Processes and Tools for Managing Cost: TSCTI uses and implements effective cost controls on all our contracts. For fixed projects, we follow techniques like the critical path method used to oversee tasks and analyze risks involved. Also, our accounting system is DCAA compliant as we follow strong Earned Value Management (EVM) methods to proactively control the task of the project. The monetary risks will be handled by our PMO office in McLean, Virginia where we have qualified Finance Managers who handle a staffing project. We provide the correct assessment of task order requirements through our experienced team and Project Manager.</p> <p>We will use PMI and CMMI standards along with EVM to manage cost and schedule compliance, lowering risk for CCOG and Equalis Group and increasing efficiency. Our proposed Cost Management Plan will describe our methods for cost estimation, budgeting, and control, cost accounting requirements, control thresholds, and contents of financial reports. We will use EVM to produce integrated metrics on cost and schedule to evaluate the health of the task order and plan for improving performance. The Contract Manager can easily extract data for EVM</p>
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	<p>analysis from staff web-based timesheets. We will compare labour effort to scheduled program and task order milestones and calculate EVM metrics. Integrated Baseline reviews at task order initiation and regular intervals allow us to measure program performance, schedule variance, cost and budget, and labour. Our Contract Manager will analyse the data to determine potential schedule and cost drivers and establish effective mitigation strategies to prevent delays overruns. Standard processes and industry best practices yield increased efficiency by reusing proven processes for cost. Our Cost Management Plan includes Task activity definition, estimation, schedule development, change control, Methodology for cost estimation, budgeting, and control, including EVM metrics, Cost accounting, control thresholds, the content of financial reports to CCOG and Equalis Group.</p>
<h3>3. <u>Business Operations</u></h3>	
<h4>3.1. Customer Set Up; Order & Invoice Processing; Payment</h4>	
<p>3.1.1. Order & Invoice Process. Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p>	<p>Proposal Development:</p> <p>Identification of Opportunity: Companies identify potential opportunities, such as requests for proposals (RFPs) or business development leads.</p> <p>Proposal Planning: The company assesses the requirements and objectives of the opportunity and develops a strategy to address them.</p> <p>Proposal Writing: A team prepares a comprehensive proposal document that outlines the company's capabilities, approach, pricing, and any other relevant details to address the opportunity.</p> <p>Review and Approval: The proposal goes through internal reviews, involving stakeholders, subject matter experts, and management, to ensure accuracy, quality, and alignment with company objectives.</p> <p>Submission: The finalized proposal is submitted to the client or organization issuing the opportunity within the specified deadline.</p> <p>Order Process: For Client's convenience, TSCTI has invested on creating an online system that we call "eOrder" (Job Diva) is a key component in TSCTI's innovative collection of order management tools created to help our clients in streamline the hiring process. Because it is online, eOrder gives you the flexibility to place orders for temporary staffing and track the order 24X7 from any Internet connection. Other than eOrder, TSCTI is flexible to receive orders through purchase order and over email. Once the client accepts the quotation or proposal, an order confirmation is issued, acknowledging the customer's intent to purchase. TSCTI execute the order, including activities such as Assigning teams, Talent Acquisition, and Employee management,</p> <p>Invoice Process: Upon completion of the service delivery, TSCTI generates an invoice that includes details such as the billing amount, payment terms, invoice number, and any applicable taxes or discounts. The invoice is sent to the customer through a preferred method, which</p>

	<p>can be via email, postal mail, or electronic invoicing systems. TSCTI tracks the payment status and follows up with the customer for timely payment. Various payment methods, such as bank transfers, credit cards, or checks, may be accepted. TSCTI manages its accounts receivable by tracking payment receipts, handling overdue payments, issuing reminders, and resolving any payment discrepancies or disputes.</p> <p>TSCTI utilizes QuickBooks suite for accounting, payroll, tax filing, invoicing, bank account tracking and reconciliation, expense management, budgeting, payment processing, and accounts receivable and accounts payable management. Our Billing Process has been structured into following layers:</p> <ul style="list-style-type: none">• Time Tracking: TSCTI utilizes ERP Kick for Employee Timesheet and Expense Report. It is a web-based software application that satisfies the need for accurately tracking online Timesheet. It records all the billable hours daily. The timesheet information is automatically imported into the “QuickBooks” premier accounting system. Hours worked include all the time an employee is required to be on duty or on Equalis Group’s premises. And all the time during which the employee worked or is permitted to work for Equalis Group. We sent timesheets to designated department representatives for review of hours recorded in the system on a daily or periodic basis (at least weekly and again at the end of the pay period).• Generate Reports and Invoices: Reports are auto generated for tracked time. At the end of the pay period, the supervisor must review and electronically approve all hours recorded for each employee for the pay period for the hours to be loaded into the payroll system for payment. Invoices are generated as per the pre-determined prices and number of working hours of the candidate. The final invoices are signed by an authorized signatory and then sent to clients.• Backup Invoices: Invoices sent to clients and the time reports of Candidate are kept in record to avoid any misunderstanding in future. Also, the generated reports help in tracking timing record of employee and avoid any kind of issue in case of employee’s lesser work involvement. <p>Because our accounting system is DCAA approved and we use standardized processes built on the latest technology, our invoice issue rate is less than 0.01%.</p> <p>Payment Methods: TSCTI make and accept payments through ACH.</p> <p>Standard Payment Terms: Net 30 days.</p>
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4. PRICING

4.1. Cost Proposal	
<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>TSCTI Pricing Model – TSCTI’s Rate calculation i.e., the all-inclusive administrative cost is calculated by the method described below for the Equalis Group’s consideration.</p> <ul style="list-style-type: none"> • Direct Labor Rate: The Salary ranges, and direct labour rate composite for the proposed Seaport-e labour CLIN were obtained by consulting Economic Research Institute (ERI)’s Salaries and Cost of Living Index. In addition, we looked at our salaries on currently supported projects and our GSA rates. TSCTI will use our rate cost factors for determining salary ranges and direct labour rates. • Fringe Benefits: The Fringe Benefit Rate is calculated by dividing Total Fringe Benefits Cost by Total Direct Labor Costs. Total Fringe benefits costs include indirect costs related to employment such as employee leave (i.e., holiday, sick, vacation, and other paid time off), employer’s portion of health insurance, payroll taxes, bonuses, training, severance, 401k. • Overhead Rate: The Overhead Rate is calculated by dividing Total Overhead Costs by Total Direct Labor Costs. The overhead pool includes indirect costs associated with the direct labour workforce (e.g., indirect labour, rent and other facilities costs, photocopying, office equipment, supplies, postage, recruiting, and communications). TSCTI’s “Government-Site” overhead rate reflects a reduction from the overhead pool of the costs associated with providing work facilities and equipment for staff. • General and Administrative (G&A): The G&A rate is calculated by dividing the total amount of G&A Costs by the sum of Direct Labor Costs and Overhead Costs. The G&A rate is used by us to spread the general management and administrative costs among various contracts that we service. The G&A cost pool includes administrative costs associated with managing the operations of the entire organization (e.g., the administration, marketing, accounting, and executive departments; bid and proposal costs; marketing expenses; legal fees; accounting services; professional consultants; insurance; and taxes other than Federal income taxes). • Profit: The profit is used after competitor price analysis, and to stay reasonable, competitive, stable, and profitable while offering continual value to the Government.
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>The proposed pricing model is designed to be auditable by an Equalis Group member to ensure compliance with the pricing stated in the Master Agreement. Here's an overview of how the auditing process can be conducted:</p> <ul style="list-style-type: none"> • Access to Documentation: The Equalis Group member responsible for auditing the pricing model would be granted access to all relevant documentation, including the Master Agreement, pricing schedules, and any supporting documents or contracts related to the pricing.

	<ul style="list-style-type: none"> • Understanding the Pricing Model: The auditor would work closely with the concerned party to gain a comprehensive understanding of the proposed pricing model. This involves reviewing the pricing methodology, factors influencing pricing decisions, and any specific calculations or algorithms used. • Verification of Inputs: The auditor would verify that the inputs used in the pricing model align with the information outlined in the Master Agreement. This includes checking the accuracy of data such as costs, market rates, discounts, or any other variables that affect the pricing. • Examination of Formulas and Algorithms: The auditor would examine the formulas, algorithms, or any mathematical models incorporated into the pricing model. They would ensure that the calculations are correctly implemented and accurately reflect the pricing structure agreed upon in the Master Agreement. • Compliance Assessment: The auditor would compare the audited pricing model outputs with the pricing stipulated in the Master Agreement. Any discrepancies or deviations would be identified and documented for further review and resolution. • Reporting and Recommendations: Once the audit is completed, TSCTI members will prepare a comprehensive report summarizing the findings, which would be accessible to Equalis Group. This report will outline any compliance issues, potential risks, or recommendations for adjustments or improvements to the pricing model. • Remediation and Follow-up: If any non-compliance issues are identified, TSCTI would work closely with the relevant stakeholders to rectify the problems and ensure compliance with the pricing outlined in the Master Agreement. They may also establish a process for ongoing monitoring and periodic audits to maintain pricing compliance in the future.
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <hr/> <p>Click or tap here to enter text.</p>
<p>4.1.4. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This</p>	<p>TSCTI mark-up includes each element including total cost of acquisition. Our mark-up provided to CCOG will be fully burdened percentage.</p>

<p>cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	
5. <u>GO-TO-MARKET STRATEGY</u>	
5.1. Bidder Organizational Structure & Staffing of Relationship	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas.</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Primary/Executive Contact details for TSCTI's Services Contact Person / Title: Sandeep Singh, Account Director (PMP certified) Phone Number: (866) 537-9191 Extn 2 Email: sledproposals@tscti.com Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102</p> <p>The assigned Executive contact will be Point of contact since Sandeep, being PMP certified professional, has more depth in his experience and has been in the staffing business for 20 years. Moreover, Sandeep has worked on multi-Billion-Dollar IDIQ for Federal and SLED clients.</p> <p>Contract Manager: Contact Person / Title: Reddy Bollineni, Account/Contract Manager Phone Number: (866) 537-9191 Extn 2 Email: sledproposals@tscti.com Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102</p> <p>Sales Leader, Reporting, Marketing Contact: Contact Person / Title: Lindsey Skowron, Director - Service Delivery Phone Number: (866) 537-9191 Extn 2 Email: sledproposals@tscti.com Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>TSCTI's Sales Organization: KEY PERSONNEL As a general practice, TSCTI assigned a dedicated Account Management Team lead by 2 Key Personnel - Account Director, Account Manager. For the success of this contract as well, we have introduced the dedicated Local Account Management Team consisting of the Cooperative Contracts Specialist Account Director – Mr. Sandeep Singh and Account Manager – Ms. Lindsey J. Skowron.</p> <ul style="list-style-type: none"> • Account Director – Mr. Sandeep Singh: PMP Certified Sandeep Singh, be primary Point of Contact. Sandeep has been directing TSCTI's cooperative contracts over the past 20 years. Maintaining strong relationships with account managers to have overview of

	<p>all aspects of team. Develop strategies to grow our client base and ensure that the team is providing quality, cost-effective services. Manage teams as large as 50 people in size and up to 6 projects in parallel. Deep understanding of the unique staffing requirements and regulations specific to Cooperative Contracts. Sandeep has 20 years of experience in leading negotiations, budgeting, purchasing, and putting efficient workflows in place to maximize TSCTI's productivity and performance. As a director of operations, he develops long-term operational strategies, working closely with senior management to meet company objectives.</p> <ul style="list-style-type: none">• Contract/Account Manager – Reddy Bollineni: Reddy has been supporting TSCTI services as an Account Manager for cooperative contracts for the past 10 years. Assigned as second in command Point of Contact. Management of quality services, administrative operations, and client relations. Treat the customers as partners and support them to grow with quality staff. Aware of potential setbacks to the plan and develop contingencies to overcome them. Continuously expand their knowledge base, share best practices, and stay updated on emerging trends and innovations in cooperative contract staffing.• Sales Leader, Reporting, Marketing – Lindsey J. Skowron: Lindsey is a highly skilled and qualified professional with over 10 years of experience in the Account Management, Operations, and Customer Relationship Management, Marketing, strategic planning, Reporting, and development of new services. She possesses excellent working experience with complete Recruitment Lifecycle starting from quality hiring process includes coordinating interviews with client, selection till the successful accomplishment of a project milestone. She as a senior leader, she is responsible for overseeing and optimizing the delivery operations, responsible for managing and improving the efficiency, quality, and effectiveness of the service delivery processes, while assuring reporting requirements are met for each milestone. <p>Resume of Key personnel</p> <p><u>Sandeep Singh / Account Executive</u></p> <p>An innovative and resourceful PMP certified Account Executive with a strong experience of over 20 years in handling practically all aspects of staffing services-related business. Experienced and results-driven Account Executive with a strong background in managing and growing client relationships within the staffing industry. Proven track record of success in driving revenue and exceeding sales targets through the implementation of strategic account management and business development initiatives. Adept at understanding client needs and aligning staffing solutions to meet their objectives, while simultaneously ensuring compliance with master agreements. Possess a deep knowledge of government and local agencies and has years of experience in handling cooperative contracts in the past. He holds strong experience in managing multi-year government contracts, from the transition to the</p>
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	<p>development and implementation of contract-specific recruitment processes to ensure the creative sourcing of qualified candidates and placements. Possesses excellent working experience with a complete recruitment lifecycle starting from the quality hiring process including coordinating interviews with the client, and selection until the successful accomplishment of a project milestone. Expertise in selling IT and Non-IT solutions and services, manufacturing, retail, and government sector. He also possesses expert-level knowledge and working experience in Vendor Management Systems for tracking candidate submissions. He is actively engaged with various cooperative contracts staffing services. Holds expertise in direct liaison with clients and subcontractors to ensure the fulfillment of contract requirements.</p> <p>Core Competencies</p> <ul style="list-style-type: none"> • Experienced in handling practically all aspects of staffing & employment services related to business with expertise in handling contracts. • Managed teams as large as 50 persons in size and up to 6 projects in parallel. • Skilled in managing recruitment contracts for all kinds of positions required by the client. • Single point of contact for management-related communication and managing client engagements. • Skilled in ensuring SLAs are met and taking corrective actions for issues identified. • Experience working as a Quality Manager and attending 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 recruitment services provided by the company. <p>Education</p> <ul style="list-style-type: none"> • PGDIM, International Marketing, Clarendon Business College, (2001) • PMP Certified <p>Experience 22nd Century Technologies, Inc., Feb 2012 – Present Account Executive / Project Manager Responsibilities: During his work tenure in TSCTI, he has been involved in various State and local government cooperative contracts. The portfolio includes clients such as Education Service Center - Region 14, NASPO Value Point, Education Service Center - Region 19, Good Buy Purchasing Cooperative, Source well Choice Partners, Omnia Partners, Education Service Center - Region 10, Education Service Center, Region 20, Department of Information Resources - State of Texas, Education Service Center - Region 8, Buy Board Purchasing Cooperative, Franklin County, Ohio. As an Account Executive, he is accountable for the overall operation of his clients, including setting business strategies and supporting his management team in business development, service delivery, employee retention, recruiting, and expense management.</p> <ul style="list-style-type: none"> • Plan budgets and activities for account management in the company. • Set up goals and objectives for all subordinate staff.
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	<ul style="list-style-type: none"> • Provide feedback and counsel to account staff to meet quotas/objectives. • Conduct performance evaluation using key metrics. • Serve as the point of contact for customers in your portfolio. • Understand customer requirements and needs to offer suitable solutions and generate new business. • Ensure the timely delivery of services and products to clients. • Resolve issues to maintain and strengthen customer trust. • Read reports of subordinates and communicate overall quarterly/annual progress to senior management and external stakeholders. <p>Department of Information Resources - State of Texas (DIR) Responsibilities:</p> <ul style="list-style-type: none"> • Made frequent in-person visits to DIR's locations, gathered information from DIR and its agencies, • Monitored TSCTI's MSP scorecards to confirm that DIR needs and performance metrics are being met. • Collaborated with TSCTI's data and analytics team to review reports that revealed opportunities for improvement and areas of success. • Worked with TSCTI's professional compliance and onboarding teams to mitigate risk and ensure DIR's workforce is well prepared. • Helped the DIR respond quickly to any issues or diversion before they even occur by communicating regularly and proactively sharing information with DIR. <p>NASPO Value Point Responsibilities:</p> <ul style="list-style-type: none"> • Acted as the central point of communication within the Account Management team. • Improved services so that TSCTI meets NASPO's expectations. • Implemented effective performance management processes. • First-line incident management. • Developed repeatable services and recruitment processes to ensure creative sourcing of qualified candidates through a wide variety of channels, including: <ul style="list-style-type: none"> ○ Direct sourcing ○ Internet ○ Employee referrals ○ Community involvement, ○ Job fairs ○ Internal employee database • Provided skilled trade candidates' resumes with a turnaround time of 4 hours to the NASPO. • Reviewed TSCTI's current service activities and processes. • Reported on service results and SLAs. • Performed a gap analysis of the services to provide service with higher quality. <p>Buy Board Purchasing Cooperative Responsibilities:</p> <ul style="list-style-type: none"> • Acted as liaison between management and the field service and sales team and oversee the deployment of corporate initiatives.
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	<ul style="list-style-type: none">• With a strong focus on continuous improvement and client satisfaction, act as a point of escalation for the resolution of Buy Board and employee issues.• Organized appropriate training for staff members.• Hold weekly and monthly staff meetings.• Used the latest service management tools, techniques, and trends.• Performed Contract Reviews on an annual basis.• Improved TSCTI's overall customer satisfaction score. <p>University at Albany Professional Staffing Services: 2012 – 2020 Role Played: Project Manager Responsibilities:</p> <ul style="list-style-type: none">• Responsible for selecting, training, and developing the management team and for monitoring performance to achieve business results.• Developed team capability and ensured knowledge acquisition plans are in place, utilized existing talents, and skills.• Carried out staff performance reviews.• Sat the business strategy and supported 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).• Conducted annual contract reviews.• Reviewed contractual performance of both parties to ensure compliance with terms and identify conflicts or changes requiring resolution at contract renewal. <p>Reddy P. Bollineni / Contract Manager (CM) Our CM is a highly skilled and qualified staffing professional with over 13 years of experience in Program Management, Operations, and Customer Relationship Management & Business Development. He holds extensive experience in ensuring the timely and successful delivery of our staffing solutions according to client needs and objectives. Skilled Contract Manager with extensive experience in overseeing staffing master agreements. Proven ability to effectively negotiate, draft, and manage contracts to ensure compliance and optimize operational efficiency. Adept at analyzing complex legal and business requirements, identifying risks, and implementing strategies to mitigate them. Strong understanding of staffing industry regulations and best practices, ensuring adherence to legal and contractual obligations. Expertise in leading various cooperative contracts to effectively manage the day-to-day operations and liaising with key agencies to gather requirements and understand the overall functioning of existing resources. He holds experience in Project Management, Sales, and Marketing teams and consistently managing, tracking, and ensuring projects on budget, on-schedule, and on-scope. He has hands-on experience in coordinating and building relationships with cross-functional teams to consistently deliver high-quality projects on schedule and within budget. He can interface/communicate with a diverse group of customers in a friendly and respectable manner. Expert in ensuring Service Level Agreements (SLAs) is met during the full life cycle of the staffing process. Committed to driving contract performance, profitability, and client satisfaction through proactive contract management and strategic decision-making.</p>
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	<p>Core Competencies</p> <ul style="list-style-type: none"> • Strong attention to detail and a strong work ethic. • Managing multiple concurrent deliverables in a very dynamic and variable environment where business assumptions fluctuate frequently. • Strong financial/analytical skills and problem-solving ability, with the ability to research, interpret, and communicate complex issues. • Strong working knowledge of contract law, including provisions related to warranties, limitation of liability, and indemnification. • Strong negotiating, interpersonal and analytical skills, professional attitude, and ability to interact with senior management personnel. • Review Digital Marketing contracts and details in CRM tool, requiring strong attention to detail. • Highly proficient in developing, interpreting, and utilizing provider financial and quality data. • Strong interpersonal, communication and negotiation skills, including the ability to deal professionally with difficult individuals and problematic situations. <p>Education and Certification</p> <ul style="list-style-type: none"> • Master of Science, University of Maryland • Bachelor of Technology, Electronics and Communications Engineering • Scrum Master Accredited Certification (SMAC), International Scrum Institute <p>Experience 22nd Century Technologies, Inc. (Jul 2019 – Present) Account Manager Responsibilities: He is actively involved in providing staffing services to cooperative contract clients such as Education Service Center - Region 14, NASPO Value Point, Education Service Center - Region 19, Good Buy Purchasing Cooperative, Source well Choice Partners, Omnia Partners, Education Service Center - Region 10, Education Service Center, Region 20, Department of Information Resources - State of Texas, Education Service Center - Region 8, Buy Board Purchasing Cooperative, Franklin County, Ohio. His responsibilities include but are not limited to the following.</p> <ul style="list-style-type: none"> • Development and implementation of contract management policies • Leading end-to-end business process improvement initiatives • Management of on-site contact center team and remote team of contract managers and team leads. • Providing executive management with consultative support to assist in controlling and/or enhancing processes and compliance with policies. • Responsible for critical incident investigations and management related to internal/external regulatory responses and/or serious safety concerns • Compiled, analyzed and reported data and trends relating to operational effectiveness and service level compliance • Revised funding policies and procedures. Advised management on corporate regulatory and compliance matters • Drafted NDAs, Teaming Agreements and Subcontracts after reviewing existing award documents. • Identified and summarized actionable items for business operations and legal requirements. • Identify and summarize actionable items for compliance needs related to FAR.
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	<ul style="list-style-type: none"> • Worked with BizOps and legal team to assess existing compliance, business operations and legal systems and identified any gaps in requirements by each contract. <p>Good Buy Purchasing Cooperative</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> • Negotiated and finalized contracts with Good Buy, which include terms and conditions, pricing, service levels, and other relevant aspects. • Act as the primary point of contact for contract-related matters. • Overseen the selection, negotiation, and management of these vendor relationships, ensured compliance with contractual obligations. • Implemented effective employee performance management processes. • Assisted the SMEs with weekly and monthly reporting. • Monitored the performance of the agency and its contractors, tracked key metrics, and addressed any issues or breaches that arose during the contract period. <p>State of Missouri Office of Administration Division of Purchasing), MO</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> • Ensured that contracts align with the agency's policies and legal requirements. • Addressed client concerns, handled disputes, and ensured client satisfaction throughout the contract duration. • Ensured compliance with contract terms and conditions. They monitor the performance of the agency and its contractors, track key metrics, and address any issues or breaches that arise during the contract period. • Assessed potential risks associated with contracts and implemented strategies to mitigate them. • Served as an Account Manager for all customer project management matters. • Ensured timely and successful delivery. • Hold weekly and monthly staff meetings. • Implemented effective employee performance management processes. <p>Bi-State Development, MO</p> <p>Responsibilities</p> <ul style="list-style-type: none"> • Responsible for handling the project as an Account Manager and making sure that the operation runs smoothly. • Responsible for generating reports on contract performance, financials, and other relevant metrics. • Identified contractual risks, evaluating legal and financial implications, and working with stakeholders to develop risk management plans. • Evaluated the performance of existing contracts, negotiated any necessary changes, and ensured seamless transitions between contract periods. • Collaborated with the legal department to ensure that contracts comply with relevant laws and regulations. • Maintained accurate and up-to-date contract records, including contract documents, correspondence, amendments, and related documentation. • Developed strategy and maintained relationships with diverse subcontractors. <p><u>Lindsey J. Skowron / Sales Leader-Reporting Manager – Marketing Manager</u></p> <p>Lindsey is an experienced, disciplined, team-player and highly motivated Manager, accomplished and fluent communicator with strong investigation,</p>
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	<p>problem-solving and decision-making skills, combined with a pragmatic approach and sound business acumen. Profound experience in non-technical and technical recruitment, possess strong technical/business knowledge and understanding of technical requirements; deep sourcing skills and experienced in sourcing candidates; excellent candidate assessment skills. Skilled in developing and executing strategic marketing initiatives to attract clients and candidates, increase brand visibility, and drive business growth. Possesses a deep understanding of the staffing and recruitment industry, with a keen ability to identify market trends and leverage them to gain a competitive edge. Proficient in digital marketing techniques, including SEO, PPC advertising, social media marketing, and content marketing, to maximize online presence and generate leads. Adept at building and maintaining strong client relationships through exceptional customer service and effective communication. A strategic thinker with analytical capabilities, utilizing data-driven insights to optimize marketing campaigns and measure ROI. Demonstrated expertise in driving revenue growth, building and nurturing client relationships, and exceeding sales targets. Adept at developing and executing strategic sales plans to expand market presence and capture new business opportunities. Skilled in consultative selling, delivering persuasive presentations, and negotiating contracts to secure long-term partnerships.</p> <p>Core Competencies</p> <ul style="list-style-type: none"> • Strong experience in conducting market research, identifying target markets, and creating marketing plans to attract clients and job seekers. • Experience in scheduling initial screenings and follow-on interviews as needed. • Proficient in developing a unique value proposition, creating a consistent brand image, and differentiating the agency from competitors. • Staying updated on trends, regulations, and best practices on the needs and challenges of clients and job seekers, keeping track of emerging technologies, and adapting marketing strategies accordingly. • Teach how to drive and managed the entire recruiting process starting with identifying the requirement, posting positions on the internet/ intranet, job boards, etc., sourcing resumes, finding, and screening candidates to extending the offers and closing the positions successfully to the juniors. • Has recruited employees successfully on up to 40 staffing contracts out of which 8 were of transit authorities. • Additional skills include Job Diva, C-Pas, Web Pas, Lotus Notes, Monster, DICE, Net-Temps, Jobs Ahead and other Software and Tools related to Recruitments, MS Office, MS Outlook, and MS Excel. <p>Education and Certification</p> <ul style="list-style-type: none"> • Bachelor of Arts in Mass Communications • Graduated with honors as a member of the National Honor Society • Selected member of the Ascent Leadership Development Program • Executive Leadership Spotlight Award recipient • Special Recognition Award recipient • Community Service Company Award recipient <p>Experience</p> <p>22nd Century Technologies, Inc. Jul 2013 – Present</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> • Identifying and pursuing new business opportunities by prospecting and building relationships with potential clients. • Maintaining and nurturing relationships with existing clients to ensure customer satisfaction and repeat business. This involves regular
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	<p>communication, addressing client inquiries and concerns, and providing excellent customer service.</p> <ul style="list-style-type: none"> • Developing sales strategies and setting sales targets in collaboration with the agency's management team. This includes creating sales plans, forecasting revenue, and analyzing market trends to identify potential areas for growth. • Collaborating with the operations team to prepare and present proposals and bids to clients. This includes gathering client requirements, understanding their staffing needs, and creating customized solutions that meet their objectives. • Staying updated on industry trends, market conditions, and competitor activities. This involves conducting market research, analyzing industry data, and identifying potential areas for business expansion. • Developing strategy and maintaining relationships with diverse subcontractors. • Meeting with consultants to discuss individual goals and plan career development; locate training necessary to enhance the consultant's career growth. • Incorporating active and proactive methods of candidate identification including Networking, Referral, Career fairs, Internal databases, Advertising, and the Internet. • Preparing advertising for the Internet, newspaper, and other industry-related mediums to enhance market exposure. • Developing and implementing marketing strategies to promote the agency's services, increase brand awareness, and attract both clients and candidates. This involves conducting market research, identifying target audiences, and creating marketing plans aligned with the agency's goals. • Establishing and maintaining a strong brand identity for the staffing agency. This includes creating consistent messaging, designing marketing materials, and ensuring brand guidelines are followed across all marketing channels. • Implementing lead generation strategies to attract potential clients. This involves identifying and reaching out to target companies, attending industry events and conferences, leveraging professional networks, and collaborating with sales teams to convert leads into clients. • Collaborating with the client relationship management team to develop marketing materials and strategies that support client acquisition and retention. This includes creating client presentations, proposals, case studies, and testimonials. • Developing strategies to attract qualified candidates to the agency. This includes leveraging various recruitment channels, such as job boards, social media platforms, and professional networks. It also involves creating engaging job postings and promoting the agency as a preferred employer. • Organizing and participating in industry events, job fairs, and networking opportunities. This includes coordinating event logistics, creating promotional materials, and representing the agency to build relationships and generate leads. • Tracking and analyzing marketing metrics to measure the effectiveness of campaigns and initiatives. This includes monitoring website traffic, lead generation, conversion rates, and other key performance indicators (KPIs). Providing regular reports and insights to management to inform decision-making and optimize marketing efforts. • Collaborating with external partners, such as advertising agencies, PR firms, and media outlets, to leverage their expertise and resources. This involves
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	<p>managing vendor relationships, negotiating contracts, and ensuring alignment with the agency's marketing objectives.</p> <ul style="list-style-type: none"> • Develop trusted advisor relationships with key accounts, customer stakeholders and executive sponsors. • Ensure the timely and successful delivery of our solutions according to customer needs and objectives. <p>As a general practice, Sandeep with his account management team / key personnel staff develop and execute an implementation plan to meet Equalis group's specific needs. Staff execute their roles and responsibilities as per implementation plan meanwhile, Reddy, Lindsey and Sandeep will examine project requirements and ensure the full-time availability of personnel and resources as well as quality performance from them within the given timelines for Equalis group. Their roles don't limit to quality assurance but also direct, guide and share key ideas with the key staff to enhance their performance. Sandeep being lead, he holds the authority, responsibility, and accountability to manage all TSCTI resources; meet the cost, schedule, and objectives of the contract. TSCTI Executive contact Account Director will closely with the Contract Manager and Director - Service Delivery, on Equalis group requirement, in case, the primary Account Director is unavailable, all the communication and management of the contract will be managed by the Contract Manager ensuring interrupted services under the contract.</p> <p>Our Account Manager understands confidentiality, including the ability to conduct interviews without violating confidentiality. Our assigned staff has all the required training, supervision, and access to support the contracts. The team that we are proposing for this contract holds years of experience handling similar contracts. Combined with our corporate office support, there is no position we cannot/have not filled that this contract may need.</p> <p>REACH BACK STAFF:</p> <ul style="list-style-type: none"> • Recruitment Manager: Directing IT/Non-IT/Medical/Labor Category Recruitment Programs. Teach how to drive and managed the entire recruiting process starting with identifying the requirement, posting positions on the internet/ intranet, job boards, etc., sourcing resumes, finding, and screening candidates to extending the offers and closing the positions successfully to the juniors. Handles entire resource operation fulfillment functions for Global Delivery Center. Team Building and Management. Expertise in in-house recruitment & placing H1B candidates on Bench with different skill sets. <i>Team Size: 280 + domain specific recruiters.</i> • E- Care / HR Manager: A strong understanding of employee relations and be skilled in managing and resolving workplace issues and conflicts. dedicated to supporting employees and advocating for their needs. Major duties include organizing: Candidate Tracking, Onboarding, Personnel Database
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	<p>Maintenance, Benefits Processing, Orientation, Training, and Security Paperwork Processing. <i>Team Size: 200+ team members.</i></p> <ul style="list-style-type: none"> • QA Manager: Determine, negotiate, and agree on in-house quality procedures, standards, and specifications in developing and maintaining the Quality Assurance and Inspection Program for federal and state government cooperative contracts. Holds extensive experience in the maintenance of policies, procedures, and standards in accordance with the Client policies and procedures, and related rules and contractual standards. <i>Team Size: 220+ team members.</i> <p><i>COMPANY SIZE, INDUSTRY TRACK RECORD, YEARS IN BUSINESS:</i> Incorporated in 1997 in New Jersey as an S-Corporation and headquartered in Mclean, VA, a certified MBE company with presence in 50 states across the nation, we knit together technology and human psychology to comprehend the needs, aspirations, and challenges in managing the emerging workforce. TSCTI is a matured and nationwide Contingent Staffing and Recruitment Process Outsourcing services company, certified as ISO 9001:2015, ISO 20000-1:2011, and ISO 27001:2013 with over 26 years of experience providing services to various federal, state, and local government agencies. TSCTI has over 10,000 full-time and contracted employees across 50 states with over 350 staffing contacts. With D&B open rating score of 93, we have been successfully serving customer with high level of customer satisfaction. We are currently serving 300+ Contingent and Recruitment Process Outsourcing services contracts with various state and local government agencies including 14 cooperative contracts.</p>
5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	TSCTI expects to successfully Kick-off the contract, fulfilling all the terms, conditions, and obligations specified within it. This includes delivering products or services as agreed upon, meeting project milestones, and ensuring high-quality standards. TSCTI expects to establish a long-term partnership with CCOG. This involves building a strong business relationship based on trust, collaboration, and mutual success. The expectation is to foster ongoing cooperation, potentially leading to future contracts or business opportunities.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring	TSCTI's vision and strategy: TSCTI is committed to recommending only the most qualified staff, who not only meet all the necessary requirements and qualifications but are also a cultural fit for CCOG. We proactively recruit for each search effort until a successful candidate is placed. We therefore promise to present a slate of candidates to CCOG that includes only those individuals who have passed through all our screening processes and have been identified as potential ideal matches for the position requirements. Should the hiring committee disapprove of all final candidates and/or should none of the final candidates pass

new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.

the final interview and reference check process, we will work to find a new slate of candidates. In addition, for positions not as per contract performance, we promise to find a replacement should the candidate leave the position or be terminated from employment within the time prescribed by the agency time or 4-24 hours due to performance or any other issues. In either case, as described above, we will identify a replacement. Overall, TSCTI's retention rate during the first 12 months of hire is very strong and has been at over 99% over the last 26 years. Confidential Safeguards The advantage of hiring TSCTI is that the bulk of all documentation and recordkeeping will be done by us, and only very specific information and documents will be shared. We understand that confidentiality is one of the utmost important values when it comes to all things temporary staffing related.

TSCTI's practice has quality standards and guarantees of service built into all phases of our programs, from program inception, quarterly reviews, day-to-day workflow to periodic performance reviews and satisfaction surveys. As a staffing organization, we understand the importance of having quality data direct our decisions and process creation to ensure our program offerings continually possess the level of quality our clients have come to expect. At the program inception stage, we use proven recruitment strategies coupled with our methodologies, to build rate cards that can provide the candidate quality our clients depend on for delivering quality work. At the program level, we facilitate periodic meetings to initiate in depth discussions about program health, best practices, and suggestions to improve program quality. TSCTI also has proprietary survey forms we use to solicit feedback from clients at various levels including contract oversight, procurement, hiring manager etc., to track program quality and areas of enhancement. We are also able to conduct supplier surveys to capture similar information from the supplier network, keeping quality and continuous process enhancement at the forefront practices. Our tagline is "Customer-Service First", which otherwise is our principle of work. 22nd Century's CSAT philosophy is evident from the rapid growth and increased number of contracts from satisfied customers, particularly from Government sector. We adopt a methodology & service support philosophy of getting to know the pulse of the client first, work backwards towards meeting their goals by digging into depth as to know "what actually needs to be addressed". Continuous follow-up, efficient communication back and forth between our Dedicated Contract Management and Staff deployed on Clients' projects.

Strategy for acquiring and retaining business, and contract deployment: TSCTI's comprehensive Management Approach adheres to the industry best practices of Project Management Institute (PMI) and ISO 9001:2015. We will ensure complete functionality of the overall program by facilitating the prioritization and assignment of our resources in response to tasks. Through our proven experience, we have evolved in-house practices and procedures to handle *similar temporary staffing services for large contracts while being a sole vendor* and have devised well defined and documented processes to meet CCOG's

	<p>requirements. TSCTI management approach uses a proven organizational structure, highly skilled management team and extensive experienced team backed up with SMEs to ensure that CCOG's contract requirements are supported. Our Account Director/Account Manager maintain close supervision of the ongoing process of assignment and careful selection of the personnel best suited and qualified to meet the CCOG's Staffing Services mission and expectations. Our management team's success in providing high quality, on-schedule service delivery is borne out by our high Customer Satisfaction scores (averaging over 93%).</p> <ul style="list-style-type: none"> • Kick-off: After award, TSCTI conduct an orientation briefing to introduce the key team members and explain their role, set communication ground rules and expectations, assure a common understanding of requirements and objectives. Our Account Director and Account Manager; identify points of contact; review and identify any client furnished equipment, material, or information required; and review our current program management processes for any recommended changes or improvements. Specifically, we: 1) discuss our approach to managing the contract, generating related documentation, and achieving successful milestone exits, 2) discuss our approach to supporting compliance with the client program's processes, and 3) discuss how effective project management will lead to achieving client program objective to Operate on schedule and within budget. Work Philosophy to align with the values of CCOG: • Contract Execution: To manage this Scope of Work TSCTI will be assigning a dedicated team to work with the CCOG's stakeholders identify the project's needs and would provide optimum resources and solutions to CCOG's. Our Contract Management Team has substantial experience of engagement in similar cooperative clients. We have qualified and experienced domain specific Recruitment Specialist with 10+ years of experience in meeting the staffing needs of various agencies. This contract will be under direct supervision of Management personnel to ensure successful execution of the contract. We will serve CCOG with an Account Director (Executive Contact) along with a dedicated Account/Contract Manager, and Sales, Reporting, and Marketing Contact. Furthermore, the assigned team will be available 24x7 round the clock, in person (during office hours), telephone (toll-free 888-998-7284), e-mails (sledproposals@tscti.com). Account Manager assigned for CCOG and will track CCOG's contract requirements, will design plan of action and will be responsible for analysis of potential risks, along with the weekly progress status after contract execution. • Initiate & Assign: The work is initiated as soon as we get any staffing requirement from CCOG. Along with sending the acknowledgment to CCOG, staffing requirement is immediately entered into our Applicant Tracking System (JobDiva). Based
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upon the staffing request received from CCOG, our Account Manager understands the job requirement. This includes an understanding of the project requirements, SOW, environment, qualification, experience, mandatory and desirable skill set requirements. The Account Manager drafts a requisition about the requirement and submits the requirement in JobDiva. The Account Manager and Recruitment manager assigns this requirement to the dedicated recruitment team for CCOG.

- **Selection:** During selection phase, the dedicated recruitment team utilizes different sources like JobDiva, internal staff, proprietary pre-vetted resume database, tie-up with Local Employment Agencies and Universities, referrals of internal employee and through different job portal to find qualified candidates. After sourcing candidates, our account management team and SMEs will perform screening and interview coordination with CCOG. After getting approval from CCOG, TSCTI will start the background check process and share the reports and other pre-employment document with CCOG.
- **E-On-Boarding:** E-On-boarding of candidates are managed by Applicant Tracking System (JobDiva) owned by TSCTI. During this phase, we will share the candidates document with the WSB and coordinate start date, security check and other formalities with the WSB 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.
- **Monitor and Control:** The Project Monitoring and Controlling Process group includes the processes to ensure that the project is managed and executed according to the Project Plan. A dedicated account manager will work with CCOG and temporary staff for the timely filling of the timesheet and generating error-free invoices. The team will conduct regular meetings with CCOG to check the performance of our proposed employee and different types of feedback. Project Monitoring and Controlling includes tracking, reviewing, and managing the progress and performance of the project along with managing changes when required. The Account manager will provide regular status reports to CCOG/Equalis Group.
- **Close:** TSCTI closing process includes the formal acceptance of requirement(s) and the ending thereof. We archive all activities and document lessons learned. This phase consists of finalizing all activities across all of the process groups to formally close the requirement. Complete and settle each requirement (including the resolution of any open items and invoices).

The time frames in which this will be completed:

Task	Designated Personnel	Timeline
Creating Job requisition in JobDiva based on candidate requirement	Account Manager	1 – 2 hours

	Search and identify the perspective candidates	Recruitment Team	2 – 8 hours
	Screening Process	Recruitment Team	2 – 4 hours
	Reference Check for qualified candidates	Recruitment Team	2 – 4 hours
	Response presentation	Recruitment Team	2 – 4 hours
	Submittal to client for action and client interview	Account Manager	1 – 2 hours
	E-On-Boarding	Account/Contract Manager	48-72 hours or as per the CCOG's needs.
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	<p>The specific sales objectives for each year may vary depending on the economic conditions and the contract in question. However, we have provided our plan for how we would consolidate the contract and how we would make the association a success. Below are few sales objectives that TSCTI has as top line sales objectives for this contract:</p> <p>Establishing a solid foundation.</p> <ul style="list-style-type: none"> ○ Build customer trust and serve contract requirements with a dedicated team. ○ Develop strong relationships with key stakeholders and partners. ○ Develop a strong understanding of the contract, assign full compliance and a diverse group of team members. <p>Growth and expansion</p> <ul style="list-style-type: none"> ○ Increase market share and customer acquisition in the target market. ○ Expand the product/service offering related to the contract to drive additional sales. ○ Strengthen relationships with existing customers and foster repeat business. <p>Market penetration</p> <ul style="list-style-type: none"> ○ Increase penetration within the target market and gain a competitive edge. ○ Enhance brand recognition and reputation. ○ Expand sales efforts to new geographical regions, if applicable. <p>Market leadership</p> <ul style="list-style-type: none"> ○ Solidify the company's position as a market leader in the specific industry or market segment. ○ Continuously improve customer satisfaction and retention rates. ○ Identify and pursue opportunities for strategic partnerships or alliances. <p>Sustained growth and innovation</p> <ul style="list-style-type: none"> ○ Maintain consistent revenue growth and profitability. 		

	<ul style="list-style-type: none"> ○ Explore new avenues for revenue generation or product/service diversification. ○ Continuously innovate to stay ahead of market trends and evolving customer needs.
6. <u>ADMIN FEE & REPORTING</u>	
6.1. Bidder Organizational Structure & Staffing of Relationship	
<p>6.1.1. <i>Administrative Fee.</i> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	
<p>6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>TSCTI agree and acknowledge that our company will meet this reporting requirement.</p>

6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

To ensure compliance with the proposed contract, we have established a self-audit process that aims to verify and uphold the agreed-upon terms and conditions. This process involves several key steps:

- **Reviewing the contract:** We thoroughly examine the contract to gain a clear understanding of the obligations, requirements, and performance criteria specified within it.
- **Establishing compliance metrics:** We define specific metrics and performance indicators that align with the contract's terms. These metrics provide a measurable framework to assess our compliance.
- **Documentation and record-keeping:** We maintain comprehensive documentation of all relevant activities, transactions, and communications related to the contract. This includes copies of invoices, receipts, correspondence, and any other relevant documents.
- **Internal compliance team:** We designate a dedicated internal team responsible for monitoring and ensuring compliance with the contract. This team comprises experts from legal, finance, operations, and other relevant departments.
- **Regular compliance reviews:** We conduct periodic reviews of our operations, processes, and procedures to identify any areas where we may be falling short of contractual requirements. These reviews are typically performed by the internal compliance team.
- **Corrective actions:** In case any compliance issues are identified, we promptly take corrective actions to address them. This may involve revising internal processes, providing additional training to employees, or implementing new control measures.
- **Independent audits:** Periodically, we may engage external auditors to conduct independent audits of our compliance practices. These audits provide an unbiased assessment of our adherence to contractual obligations and help identify any areas that require improvement.
- **Reporting:** We maintain open and transparent communication channels with the contracting party. We provide regular reports on our compliance efforts, including summaries of audits, actions taken, and any remediation plans implemented.

By implementing this self-audit process, we aim to ensure that we are fully compliant with the proposed contract, fostering trust, transparency, and a strong business relationship with our contracting partners.

PROPOSAL FORM 2: COST PROPOSAL

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

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

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☒ Yes ☐ No

List certifying agency: National Minority Supplier Development Council (NMSDC)

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: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐ Yes ☐ No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐ Yes ☐ No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐ Yes ☐ No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐ Yes ☐ No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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

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

Certifications: TSCTI is a matured and nationwide temporary staffing services company, certified as ISO 9001:2015, ISO 20000-1:2011, and ISO 27001:2013. TSCTI is an MBE certified by National Minority Supplier Development Council, Inc as a Minority Business Enterprise.





CERTIFICATE OF REGISTRATION

GMSQR Certifications Pvt. Ltd. has assessed the Information Security 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/IEC 27001:2013

Information Security Management System

This registration is in respect to the following scope

**Software Development and Maintenance, IT Support Services,
Help Desk Support and Staffing Solutions**
(Statement of Applicability - Annexure B, V1.0 dtd February 19, 2021)

*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*

**ISO
27001**

GMSQR Certifications Pvt. Ltd.

Accreditation by American International Accreditation Organization, Inc.
and Bureau of accredited Registrars (AIAO-BAR)
155 North Santa Cruz Avenue Unit E-144 Los Gatos, CA 95030
www.aiao-bar.org , www.gmsqr.com

Initial Registration Date : January 07, 2016
1st Surveillance on or before : May 10, 2022
2nd Surveillance on or before : May 10, 2023

Issued Date : June 10, 2021
Valid until : June 09, 2024
Cert. No. : ISMS20210023

MBE Certification:

THIS CERTIFIES THAT		
22nd Century Technologies, Inc.		
* Nationally certified by the: CAPITAL REGION MINORITY SUPPLIER DEVELOPMENT COUNCIL		
*NAICS Code(s): <u>541511; 541512; 541513; 541519; 541330; 561110; 561320; 561330; 611430; 541611</u>		
* Description of their product/services as defined by the North American Industry Classification System (NAICS)		
<u>08/18/2022</u>		<u>CR29834</u>
Issued Date	Ying McGuire NMSDC CEO and President	Certificate Number
<u>08/31/2023</u>		
Expiration Date		Sharon R. Pinder, President/CEO
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org		
Certify, Develop, Connect, Advocate.		
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®		

Licenses: TSCTI is licensed to do business and is in good standing with the State of Ohio.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show 22ND CENTURY TECHNOLOGIES, INC., a New Jersey corporation, having qualified to do business within the State of Ohio on November 18, 2008 under License No. 1819306 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 19th day of December, A.D. 2022.

A handwritten signature in blue ink, reading "Frank LaRose".

Ohio Secretary of State

Validation Number: 202235302222

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

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

- ☐ Yes
☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

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

Provide statement here. No Applicable. TSCTI doesn't have any disclosure where TSCTI's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts.

2. *Mandatory Disclosure of Governmental Investigations.*

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

Provide statement here. Not Applicable. TSCTI and/or any of the proposed subcontractor(s) has not been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP.

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

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

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

☐ Yes

☒ No

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

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

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

I, Yasamine Rafik, hereby certify and affirm that 22nd Century Technologies Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Yasamine Rafik, hereby certify and affirm that 22nd Century Technologies Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

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

AND

I, Yasamine Rafik, hereby certify and affirm that 22nd Century Technologies Inc., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.


AND

I, Yasamine Rafik, hereby certify and affirm that 22nd Century Technologies Inc. either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Yasamine Rafik, hereby affirm that this proposal accurately represents the capabilities and qualifications of 22nd Century Technologies Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized signature: 

Printed Name: Yasamine Rafik

Company Name: 22nd Century Technologies Inc.


Mailing Address: 8251 Greensboro Drive, Suite 900, McLean,
VA 22102

Email Address: sledproposals@tscti.com

Job Title: Administrator

PROPOSAL FORM 10: DEBARMENT NOTICE

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


Respondents Name:	<u>22nd Century Technologies Inc.</u>
Mailing Address:	<u>8251 Greensboro Drive, Suite 900, McLean, VA 22102</u>
Signature	<u></u>
Title of Signatory:	<u>Administrator</u>

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: 
Date: June 30, 2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

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

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

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

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


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

2. *Fingerprint & Criminal Background Checks*

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

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

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

Signature: 
Date: June 30, 2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

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

Does Bidder agree? _ TSCTI affirms that during the term of any Agreement, TSCTI does not boycott Israel and will not boycott Israel.

Y.R.

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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

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

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

1. *Supplier Partner Violation or Breach of Contract Terms*

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

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

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

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

Does Bidder agree? Y.R.

(Initials of Authorized Representative)

3. *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

Does Bidder agree? Y.R.

(Initials of Authorized Representative)

4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

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

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? Y.R.

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

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

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

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

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance

with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating

agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

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

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does Bidder agree? Y.R.
(Initials of Authorized Representative)

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

Authorized signature: 

Printed Name: Yasamine Rafik
Company Name: 22nd Century Technologies Inc.
Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102
Job Title: Administrator

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

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

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

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

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs

beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

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

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree? _ Y.R.

(Initials of Authorized Representative)

Date: _ June 30, 2023

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

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

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

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

A. 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: 8251 Greensboro Drive, Suite 900
City, State, Zip Code: McLean, VA 22102

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

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

OR:

I, Yasamine Rafik, an authorized representative 22nd Century Technologies Inc., 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
------	---------	----------

Satvinder Singh

8251 Greensboro Drive, Suite 900, 100%
McLean, VA 22102

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

Signature:



Date:

June 30, 2023

B. Non-Collusion Affidavit

B. Non-Collusion Affidavit

Bidder Name: 22nd Century Technologies Inc.

Street Address: 8251 Greensboro Drive, Suite 900

City, State Zip: McLean, VA 22102

State of Virginia

County of Fairfax

I, Yasamine Rafik of the McLean in the County of Fairfax, State of Virginia 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. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

Authorized signature:

Yasamine Rafik

Job Title:

Administrator

Subscribed and sworn before me

this 30 day of June, 2023

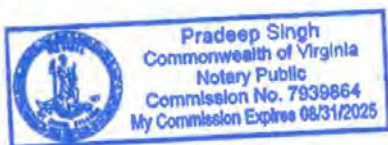
Pradeep Singh

Notary Public of New Jersey

My commission expires.

08/31/2025

SEAL



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

Company Name: 22nd Century Technologies Inc.
Street Address: 8251 Greensboro Drive, Suite 900
City, State, Zip Code: McLean, VA 22102

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:


1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report (Provided in Appendix)
OR
3. A complete Affirmative Action Employee Information Report (AA302)

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

☒ 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

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature: 
Title of Signatory: Administrator
Date: June 30, 2023

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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

CONTRACTOR INSTRUCTIONS

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM – Not Applicable as TSCTI doesn’t have any political contribution.

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

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

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:			
City:	Insert City Here.	State:	Zip: Zip Code

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

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

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List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

E. Stockholder Disclosure Certification

E. 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
- ☒ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

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

Stockholders:

Name: Satvinder Singh	Name:
Home Address: 24 Hayhurst Dr. Newtown, PA 18940	Home Address:
Home Address	Home Address
Name:	Name: Stockholder Name
Home Address:	Home Address:
Home Address	Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address:	Home Address:
Home Address	Home Address
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>Subscribed and sworn before me</p><p>this <u>30</u> day of <u>June</u>, 20<u>23</u></p><div style="text-align: center;"> _____</div></div><div style="width: 50%; text-align: center;"> _____ (Affiant) _____</div></div>	

Notary Public of New Jersey

(Print name & title of affiant)

My commission expires.

SEAL



(Corporate Seal)



My Commission expires:

08/31/2025

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

[Click or tap here to enter text.](#)

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

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

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

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

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

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

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

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

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

Company Name	<u>22nd Century Technologies Inc.</u>
Address	<u>8251 Greensboro Drive, Suite 900</u>
City/State/Zip	<u>McLean, VA 22102</u>
Phone Number	<u>(866)-537-9191 Ext 2</u>
Email Address	<u>sledproposals@tscti.com</u>
Printed Name	<u>Yasamine Rafik</u>
Job Title	<u>Administrator</u>
Authorized Signature	<u></u>

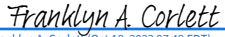
Initial Term of the Master Agreement


Contract Effective Date:	<u>September 1 , 2023</u>
Contract Expiration Date:	<u>August 31, 2027</u>
Contract Number:	<u>COG-2148A</u>

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

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	<u></u>
Name:	<u>Franklyn A. Corlett</u>
As:	<u>CCOG Board President</u>
Date:	<u>Oct 18, 2023</u>

By:	<u></u>
Name:	<u>Eric Merkle</u>
As:	<u>EVP, Procurement & Operations</u>
Date:	<u>Oct 18, 2023</u>










Agreement - 22nd Century Tech & CCOG (Master) - draft

Final Audit Report

2023-10-18

Created:	2023-10-17
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp4PSWCO7FCuNjTozwb7VYiP4VE4ihIQ_

"Agreement - 22nd Century Tech & CCOG (Master) - draft" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2023-10-17 - 8:41:59 PM GMT- IP address: 23.126.70.39
-  Document emailed to fcorlett@solonohio.org for signature
2023-10-17 - 8:43:45 PM GMT
-  Email viewed by fcorlett@solonohio.org
2023-10-18 - 11:47:43 AM GMT- IP address: 64.85.173.2
-  Signer fcorlett@solonohio.org entered name at signing as Franklyn A. Corlett
2023-10-18 - 11:49:47 AM GMT- IP address: 64.85.173.2
-  Document e-signed by Franklyn A. Corlett (fcorlett@solonohio.org)
Signature Date: 2023-10-18 - 11:49:49 AM GMT - Time Source: server- IP address: 64.85.173.2
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2023-10-18 - 11:49:51 AM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2023-10-18 - 12:14:04 PM GMT- IP address: 104.47.57.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2023-10-18 - 12:14:13 PM GMT - Time Source: server- IP address: 216.201.207.58
-  Agreement completed.
2023-10-18 - 12:14:13 PM GMT