



**22nd Century Technologies, Inc.**

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

**RFP NO: 12-20**

**Due date: Tuesday, June 16th, 2020 2:00 pm CST**

# **Staffing Services and Related Solutions**



Competitive Solicitation by  
Region 14 Education Service Center  
For  
Staffing Services and Related Solutions  
On behalf of itself and other Government Agencies  
And made available through the  
National Cooperative Purchasing Alliance  
RFP #12-20



**National Cooperative Purchasing Alliance**



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## Tab 1 – Master Agreement General Terms and Conditions

### ◆ Customer Support

- *The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.*

22nd Century read, understands and acknowledges the statement. We assure the Region 14 ESC and NCPA that we are capable to provide timely and accurate technical advice and sales support. 22nd Century respond to such requests within one (1) working day after receipt of the request.

### ◆ Disclosures

- *Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.*
- *The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.*

22nd Century read, understands and acknowledges the statement. We affirm that we have not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. We affirm that, to the best of our knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### ◆ Renewal of Contract

- *Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.*

22nd Century read, understands and acknowledges the statement.

### ◆ Funding Out Clause

- *Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:*
- *Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.*

22nd Century read, understands and acknowledges the both statements.

### ◆ Shipments (if applicable)

- *The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.*

22nd Century read, understands and acknowledges the statement.

### ◆ Tax Exempt Status

- *Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.*



22nd Century read, understands and acknowledges the statement.

♦ **Payments**

- *The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.*

22nd Century read, understands and acknowledges the statement.

♦ **Adding authorized distributors/dealers**

- *Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.*
- *Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.*
- *Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.*
- *All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.*

22nd Century read, understands and acknowledges all the statements given above.

♦ **Pricing**

- *All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.*
- *All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing*

22nd Century read, understands and acknowledges the statement.

♦ **Warranty**

- *Proposals should address each of the following:*
  - *Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.*
  - *Availability of replacement parts*
  - *Life expectancy of equipment under normal use*
  - *Detailed information as to proposed return policy on all equipment*

22nd Century read, understands and acknowledges the statement.

♦ **Indemnity**

- *The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.*

22nd Century read, understands and acknowledges the statement.

♦ **Franchise Tax**

- *The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.*

22nd Century read, understands and acknowledges the statement.

♦ **Supplemental Agreements**



- *The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.*

22nd Century read, understands and acknowledges the statement.

◆ **Certificates of Insurance**

- *Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.*

22nd Century read, understands and acknowledges the statement.

◆ **Legal Obligations**

- *It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.*

22nd Century read, understands and acknowledges the statement.

◆ **Protest**

- *A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:*
  - *Name, address and telephone number of protester*
  - *Original signature of protester or its representative*
  - *Identification of the solicitation by RFP number*
  - *Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested*
- *Any protest review and action shall be considered final with no further formalities being considered.*

22nd Century read, understands and acknowledges the statement.

◆ **Force Majeure**

- *If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.*
- *The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the*



*opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty*

22nd Century read, understands and acknowledges the statement.

◆ **Prevailing Wage**

- *It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.*

22nd Century read, understands and acknowledges the statement.

◆ **Miscellaneous**

- *Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.*

22nd Century read, understands and acknowledges the statement.

◆ **Open Records Policy**

- *Because Region 14 ESC is a governmental entity response submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).*
- *The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.*

22nd Century read, understands and acknowledges the statement.



## Evaluation Criteria

- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

22<sup>nd</sup> Century acknowledged.



## Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>22nd Century Technologies, Inc.</u>
Address	<u>1329 Desert Barrel Dr</u>
City/State/Zip	<u>Fort Worth, TX 76177, USA</u>
Telephone No.	<u>888-998-7284</u>
Fax No.	<u>732-537-0888</u>
Email address	<u>Govt@tscti.com</u>
Printed name	<u>Mr. Sandeep Singh</u>
Position with company	<u>Sr. Sales Manager</u>
Authorized signature	<u></u>



## Tab 2 – NCPA Administration Agreement

### Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance ("NCPA") and 22nd Century Technologies, Inc. ("Vendor").

#### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 11-42, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Staffing Services and Related Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region



14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

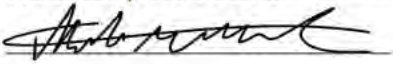


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

♦ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: July 1, 2020

**Vendor:**

22nd Century Technologies, Inc.  
Name: Sandeep Singh  
Title: Sr. Sales Manager  
Address: 1329 Desert Barrel Dr, Fort Worth, TX  
Signature:   
Date: 06/15/2020



## Tab 3 – Vendor Questionnaire

### Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

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



☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

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

◆ **Minority and Women**

**Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE ☐
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

- Responding Company's principal place of business is in the city of McLean, State of VA

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
  - ☒ Is not owned or operated by anyone who has been convicted of a felony.
  - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <u>Staffing &amp; Payroll Services</u>

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**  
Contact Person: Sandeep Singh  
Title: Sr. Sales Manager  
Company: 22nd Century Technologies, Inc.  
Address: 1329 Desert Barrel Dr  
City: Fort Worth State: TX Zip: 76177  
Phone: 888-998-7284 Email: Govt@tscti.com



▪ Purchase Orders

Contact Person: Eva Gaddis-McKnight  
Title: Administrator  
Company: 22nd Century Technologies, Inc.  
Address: 8251 Greensboro Drive, Suite 900  
City: McLean State: VA Zip: 22012  
Phone: 888-998-7284 Email: Govt@tscti.com

▪ Sales and Marketing

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: 22nd Century Technologies, Inc.  
Address: 8251 Greensboro Drive, Suite 900  
City: McLean State: VA Zip: 22012  
Phone: 888-998-7284 Email: Govt@tscti.com

♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes      ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes      ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes      ☐ No



## Tab 4 – Vendor Profile

Please provide the following information about your company:

♦ **Company's official registered name.**

22<sup>nd</sup> Century Technologies, Inc.

♦ **Brief history of your company, including the year it was established.**

22nd Century Technologies Inc. (www.tscti.com) incorporated in 1997 is a Staff Augmentation and payroll services provider to various K12, College Districts, Universities, Cities, Counties, Local, State and Federal government customers. We bring in more than twenty-three (23) years of capability in delivering and managing staffing projects in a timely manner (often ahead of schedule). Since our inception, we have successfully acquired, managed and delivered a variety of IT based and Staffing Projects (the majority of these being very similar to the Region 14 ESC's requirements). 22nd Century has experience in providing staffing services in various areas including but not limited to the Engineering & Technology, Accounting & Finance, Human Resources, Office, Clerical & Administrative, Call Center & Customer Service, Creative & Marketing, Hospitality, Industrial & Manufacturing, Medical & Science, Retail & Sales, Transportation, Warehousing and many more. 22nd Century has more than 5000 resources on its payroll in different areas and keeps a strong database of 5 million pre-screened resumes, which make us fully capable to fulfill the requirement of the Region 14 ESC as and when required.

**Legal Name:** 22nd Century Technologies, Inc.

**Type of Ownership:** Corporation

**Month and Year Established:** Mar 1997

**Fed ID:** 223502121

**DUNS Number:** 028619588

**Size of the Company:** 5000+

**Website:** www.tscti.com

**Awards**

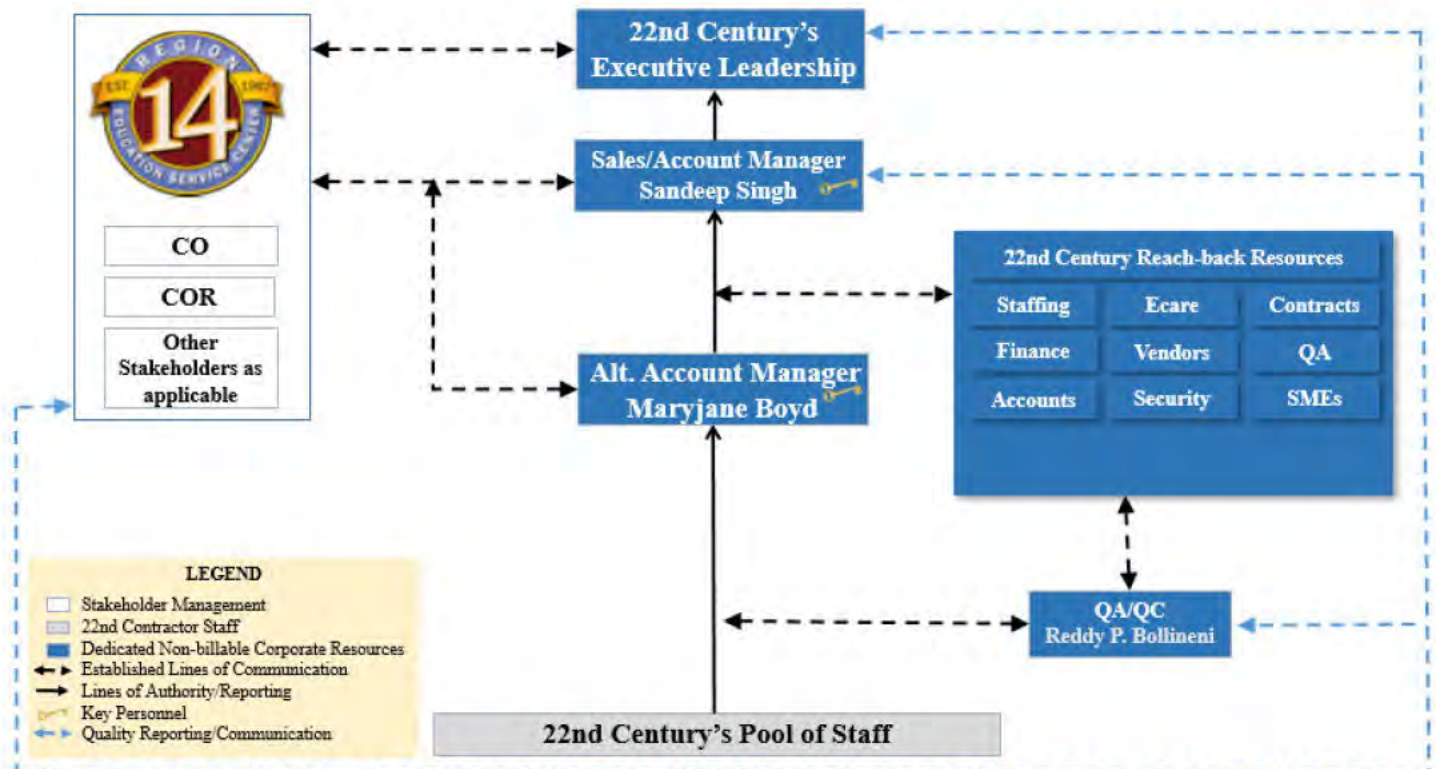
- ✓ INC. 500 – Fastest-Growing
- ✓ Forbes – Best company to work
- ✓ CRN – 100 fast growth

**Strengths**

- ✓ 22 years of experience in handling contract with K-12, Community Colleges and Higher Education clients.
- ✓ 30+ contracts with K-12, Community Colleges and Higher Education clients
- ✓ 200+ staffing contracts in the public sector
- ✓ 154 domain-specific recruiters for staffing
- ✓ D&B Open Customer Score 93
- ✓ DNB Financial Score 80



- ♦ **Company's Dun & Bradstreet (D&B) number.**  
02-8619588
- ♦ **Company's organizational chart of those individuals that would be involved in the contract.**



Upon award of the contract, 22nd Century will assign **Mr. Sandeep Singh** as a Primary **Account Manager**. He will have full authority to represent the 22nd Century with the Region 14 ESC and its clients and to commit all necessary corporate resources in a timely and responsive manner upon receipt of request from the Region 14 ESC Contracting Officer and/or Contract Officer Technical Representative (CO/COTR). Through designated personnel, the Region 14 ESC's CO/COTR will be just one link away from the President and CEO of the company, and thus the Region 14 ESC and its clients will at all times have the fullest and most responsive attention from 22nd Century. 22nd Century's policy is to mandate that our



Account Managers meet at least monthly with each CO/ COTR to proactively ensure that expectations are being met, and to ensure that potential risks are identified and dealt with before they become issues. He also ensures that a strong communication channel gets built, so that the CO/ COTR feel comfortable reaching out to them at any time. Maryjane will act as an alternate Account Manager and work with the primary Account Manager, in case the primary Account Manager is unavailable (due to vacation, leave of absence, attendance at a conference, day off, etc.), all the communication and management of the contract will be managed by Jessica without any uninterrupted services.

We structure our sales force on the philosophy that everything we do revolves around our customer. In order to completely support our customers, 22nd Century feels it is our duty to provide one connection to all of their staffing related needs. This one connection is the customer's Account Manager. Much like our customer centric mindset, we focus on providing our Account Managers 360 degrees of expertise, so each Region 14 ESC member knows that there are many authorities at play in providing the customer service they are accustomed to with 22nd Century. The following figure illustrates our structured sales force. 22nd Century currently provides our customers with over 40 Account Managers, each supporting our customers in a specific region and industry, and serving only customers exclusively within their assigned boundaries. 22nd Century divides our Account Teams by the following segments:

- State and Local Government
- K-12 Education
- Higher Education
- Federal Government
- Healthcare

◆ **Corporate office location.**

- List the number of sales and services offices for states being bid in solicitation.

1. 1329 Desert Barrel Dr, Fort Worth, TX 76177, USA
2. 8251 Greensboro Drive, Suite 900 McLean, VA 22012

- List the names of key contacts at each with title, address, phone and e-mail address.

**The following are the contact details of our key contacts.**

**Name:** Sandeep Singh, Account Manager

**Phone:** 888-998-7284

**Email:** Govt@tscti.com

◆ **Define your standard terms of payment.**

Net 30

◆ **Who is your competition in the marketplace?**

Kelly Services, Robert Half, AppleOne



♦ **What differentiates your company from competitors?**

What makes 22nd Century different is that it not only meets the staffing needs of its clients, but it also offers its candidates a diverse set of employment options. Although growing, we still maintain a set of values that allows it to be recognized and admired by the clients. 22nd Century has experience of more than 30 educational institutes which makes us different from other competitors. We are CMMI level 3 company with business presence in 49 states.

- **Nationwide Presence:** We have a nationwide business presence with more than 200 public agencies.
- **Experience with Educational Clients:** 22nd Century 30+ educational clients and has experience with K-12, School districts, Colleges and Universities in the California.
- **CMMI Level 3 & ISO certified Organization:** Being a CMMI level 3 and ISO 9001:2015, ISO 20000 & ISO 27001 certified company, we have consistent management and delivery processes. Our software development processes are certified SEI CMMI Level 3 which shows the maturity of our software development, maintenance and support life cycle.
- **ISO 9001:2015 compliant recruitment process:** We have ISO compliant recruitment process, which makes us capable to provide requested services.
- **Strategic Partnership:** We are Microsoft and Oracle Certified Gold Partner and have developed strategic partnerships with leading providers of open-standard software platforms, which have enabled us to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support. 22nd Century is at the leading edge to provide the right consulting capabilities to help government sectors leverage the best-of-breed tools and technologies, integrate and migrate technologies, and ensure high availability to the communities they serve.
- **Productivity Tools:** We offer an electronic suite of online tools to increase the efficiency of your ordering, timekeeping, and reporting processes. With these productivity tools, 22nd Century and the Region 14 ESC will gain access to analytics that will allow us to determine areas to improve so that the contract run more efficiently and smoothly. We utilize OfficeClip for Timesheet, QuickBooks for invoicing, and JobDiva as an Applicant Tracking System.
- **Turnaround Time:** 22nd Century has a turnaround time of 4 hours per candidate. We have total 150+ domain specified recruiters with the advantage of 5 electronic resume bulletin boards - Monster, Dice, Corp to Corp, LinkedIn, and CareerBuilder.
- **Training Program:** We provide customized training programs related to skills, timesheet, safety etc.
- **Sole MSP in New Jersey:** 22nd Century is working as a manage service provider for State of New jersey and managing 1300+ candidates for this program.
- **Resume Database and domain specified recruitment teams:** We have over 5M highly proficient and experienced candidates of various skill level and services in our resume database. We keep updating our resume database to meet the client's immediate requirements; it takes us 4-8 business hours to provide 3-4 qualified resumes per position when required. If there is a case of unsatisfactory work performance, disruptive behavior in the work environment, ill health, and unsuitable work profile for the assigned tasks and for any other reasons involved to terminate the staff, within a maximum period of 1 day.



- **Full Staff Automation:** 22nd Century provides the competitive tools for full staff automation which help to reduce time-to-hire. Engage the right candidates and make more placements within one integrated system.
- **Domain Specified Recruitment Team:** 22nd Century has a team of 150+ recruiters (across levels & domains) with a mix of resourcing background.
- **Dedicated Account Management Team:** 22nd Century's account management approach for handling staffing contracts ensures that contract requirements and goals are well supported. For Region 14 ESC, we will assign a local team to ensure the right delivery of services.
- **Financially Stable:** 22nd Century is a well-established and financially stable company, having annual revenue as \$265 M for the year 2019.
- **Sourcing Methodologies:** Our sourcing methodologies has helped us develop a tuned process to get a diverse pool of qualified and equipped candidates meeting the client's needs. Our search capability entails all necessary industry experience, strong relationships at the national level and wide access to a database of candidates.
- **Brand Recognition:** Because of our excellent past performance and D&B rating, 22nd Century has greater aided building brand consciousness in the industry than other staffing firms.
- **E-On-Boarding:** E-On-boarding of candidates are managed by Applicant Tracking System (JobDiva) owned by 22nd Century. During this phase, we share the candidates' document with the client and coordinate start date, security check and other formalities with the client and candidate. During this phase, we will also conduct a new hire orientation, ethics training and we interact with the employees to educate about our work culture and benefits.

♦ **Describe how your company will market this contract if awarded.**

22nd Century has collectively have served over 200 public Agencies and have strong relationships with their Contracting Officers, and Program Managers at agencies. We have developed a comprehensive Marketing Plan (MP) that focuses on primarily targeting agencies where we have existing relationships to obtain business under Program. As a part of this Marketing Plan, we have designated a dedicated Account Manager (AM) who will be an important part of our PMO Advisory Council and will work very closely with our clients to market our services under Region 14 ESC program.

Our marketing efforts will include personal meetings with the contract officers, and PMs highlighting our Unique Selling Position (USP) to them as well as the benefits of procuring their services that they need through the Region 14 ESC contract. We will regularly follow-up on our meetings and ensure that we know of the upcoming engagements at these agencies in advance. This will enable us to plan our execution beforehand including an effective transition plan to ensure continuity of business operations. We will apply innovative technical solutions like video-conferencing, and Customer Relationship Management (CRM) software to track and manage each potential agency client lead, detailing their need, time-frame of procurement, competitive analysis, budget, follow-ups, TO release dates, and sales prospects and customer management. The AM's compensation will be in part tied to the success of his/her marketing efforts on Region 14 ESC contract and this will serve as an incentive for him/her to successfully market the Region 14 ESC contract. The Region 14 ESC will be most effectively marketed by 22nd Century by using a system to identify, pursue, and execute TOs.

Since 22nd Century has experience of managing similar programs, we expect our management strategy varies greatly from that of any other potential awardee. Working with other programs, we will uncover and resolve roadblocks to the mutual satisfaction of all contract stakeholders; tackle the typical growing pains associated with a new contract; and fine-tune the contract management process. Examples of this problem resolution include adding and implementing services rates to the contract and adding nonprofit agencies to the contract user group. This familiarity allows us to improve upon processes where other vendors would be starting from scratch. We continue to participate and collaborate marketing efforts. 22nd Century's marketing and sales coordination includes more than just glossy marketing flyers. We know customers are more likely to respond to live contact, and therefore focus our marketing campaign on this mindset, complimented by publications and advertisement. We work with our partners to keep our account managers trained on our available contracts. For this contract, we pair internal training, such as teaching Account Managers how to enroll customers and pointing out the contract documents allowing customers to ensure compliance with their procurement regulations. Often, when a 22nd Century customer utilizes the contract, it is a direct result of their Account Manager informing them of the benefits of the agreement. Additionally, as part of



our internal Sales Enablement drive, 22nd Century will initiate a quarterly “PLAY” campaign, which targets low spend member accounts. This campaign, will be develop and maintain internally by a team of 22nd Century leaders from sales enablement, product partner management, sales, business intelligence, and marketing. The program provides Account Managers insight to the specific contract benefits to their targeted customers. Information Account Managers are armed with includes an overview of the customer target; the contract details to discuss; a guide on how to create the conversation, including how to start the conversation, talking points, qualifying questions, and overcoming objectives; a product guide; supporting documents; and a contact list of subject matter experts and internal resources who can aid.

Based upon our experience, we are very much aware of ways and strategies to market and sell services to eligible customers. We will have a dedicated marketing team in place to interact with Region 14 ESC eligible customers. The team will prepare a document of our expertise on projects with various departments of other states like projects for Departments of Labor and Industries, Licensing, Transportation, Employment Security, Health and Human Service, Department of Early Learning, Education and many more. Based upon this information, the team will prepare a list of the probable agencies that might need the services under the contract. Once these details are finalized, our marketing team will fix up meetings with key stakeholders of relevant departments. During these meetings, 22nd Century will give presentation of our capabilities on work done for the agencies in other states, ways in which agencies can gain from our experience, ascertain the requirements of the agencies and propose the solution to address their needs. We are confident that based upon our vast experience on delivering similar services with other states, we will be able to provide valuable services to the eligible Region 14 ESC customers to their utmost satisfaction.

During the term of the Master Agreement 22<sup>nd</sup> Century will provide marketing, sales, partnership development and administrative support that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Region 14 ESC develop a comprehensive strategy to promote the Master Agreement and will connect the 22<sup>nd</sup> Century with appropriate stakeholders within Region 14 ESC including, Sales, Marketing, Contracting, Training, Operations & Support. Our marketing team will work in conjunction with Region 14 ESC to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

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

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

◆ **Describe how you intend to introduce NCPA to your company.**

22nd Century Technologies Inc. ([www.tscti.com](http://www.tscti.com)) incorporated in 1997 is a Staff Augmentation and IT services provider to various K12, College Districts, Universities, Local, State and Federal government customers. We bring in more than twenty-three (23) years of capability in delivering and managing staffing and payrolling projects in a timely manner (often ahead of schedule). Since our inception, we have successfully acquired, managed and delivered a variety of IT based and Staffing Projects (the majority of these being very similar to the Region 14 ESC’s requirements). 22nd Century has experience in providing staffing services in various areas including but not limited to the Engineering & Technology, Accounting & Finance, Human Resources, Office, Clerical &



Administrative, Call Center & Customer Service, Creative & Marketing, Hospitality, Industrial & Manufacturing, Medical & Science, Retail & Sales, Transportation, Warehousing and many more. 22nd Century has more than 5000 resources on its payroll in different areas and keeps a strong database of 5 million pre-screened resumes, which make us fully capable to fulfill the requirement of the Region 14 ESC as and when required.

## Our IT Services

### Enterprise Technology Services

The Enterprise Technology Services is comprised of the IT units that provide a standardized approach to the management, co-ordination, and integration of the enterprise applications. Enterprise Technology services architecture includes principles of object-oriented design and high-level components employed to match the heterogeneous world of IT architecture. 22nd Century offers a comprehensive suite of Enterprise-wide Technology Services to assist your organization operate effectively and efficiently with technology. 22nd Century offers best in class shared and dedicated application development and maintenance services ensuring quality and consistency together.

### Business Process Services

Today technology is advancing at an unprecedented rate, this is clearly reflected through the increased rate of redundancy of older enterprise processes. It has become increasingly important for organizations to consistently update, change and adapt their business processes to stay competitive. At 22nd Century, we are experienced with curtailing the restrictive nature of Legacy Business models and establish innovative changes and practices that transform outdated and inefficient systems. We help you stay ahead of the curve by incorporating the latest technologies and provide the expertise to implement and maintain holistic and flexible process changes.

### Infrastructure Management Services

Managing IT infrastructure has become an increasingly complicated and labor-intensive task, coupled with evolving platform diversity and new technology it is almost impossible for an organizations infrastructure to keep pace with the rate of business growth. Our solutions enable you to meet your IT infrastructure management needs without sacrificing valuable business resources. 22nd Century sets up, manages and supports your entire IT infrastructure and provides consistent, excellent services at cost effective rates for your infrastructure needs as per your organization's specific plans.

### Cloud Services

Cloud services have become an integral part of any comprehensive IT strategy; they decrease costs, enhance time to market and bring a new level of adaptability to your IT operations. 22nd Century has a storied history of providing efficient cloud-based services and expertise to our clients. Our cloud services are specifically constructed to facilitate the adoption and implementation of responsive cloud-based technologies and solutions. We help you make informed decisions that in turn boost returns from cloud investments and lead to an overall increase in business process efficiency.

### Staff Augmentation and Payrolling

#### CLERICAL/PROFESSIONAL

1. Customer Service
2. Administrative Support
3. Finance & Payroll
4. Operations & Management
5. Clerical and more

#### LIGHT INDUSTRIAL/ WAREHOUSE

1. General Labor
2. Shipping & Receiving
3. Forklift Operators
4. Production & Distribution
5. And more

#### INFORMATION TECHNOLOGY

1. Programmers
2. Managers
3. Analysts
4. Administrators
5. Writers
6. Developers and many more.

#### HOSPITALITY/ EVENTS

1. Crowd Control
2. Banquets & Private Parties
3. Chefs, Line Cooks & Dishwashers
4. Bartenders & Servers
5. Cashiers, Ticket Takers & Hosts

#### SKILLED TRADES

1. Construction Superintendents
2. Technicians & Mechanics
3. Equipment Operators
4. Engineers, Welders & Machinists
5. And more

#### Healthcare

1. Nurses
2. Contact Tracers
3. Doctors
4. Medical Assistant
5. RN and more

## Certifications



- ISO 9001:2015, ISO 20000-1:2011, ISO 27001:2011 and CMMI Level 3

### Awards

- Washington Technologies ranks 22nd Century 12th fastest-growing Government Business
- 10th Time Inc. Honor Roll Award
- Inc. 500 rank 22nd Century 86th fastest growing NJ company
- CRN 100 fast growth
- 10-Time Inc. 500 Honor ROLL Award
- Top 500 Global Software Magazine award for Fastest growing company
- Forbes Best Software company to work

### Our Alliances

22nd Century has developed key partnerships to deliver the best of breed solution to its clients. We have alliances with a number of leading technology companies: **Microsoft, AWS, HP, Oracle, Juniper, Solarwinds, Cisco, VMWare, Dell, and IBM.** We are **Microsoft Certified Gold Partner, Oracle Certified Gold Partner** and have developed strategic partnerships with leading providers of open-standard software platforms, which have enabled us to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support.




22<sup>nd</sup> Century will

1. Provide a comprehensive competitively solicited and awarded national agreement offering the services covered by this solicitation to Participating Public Agencies;
2. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
3. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
4. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

### ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

22<sup>nd</sup> Century ordering website functionality helps constantly seeking motivated, bright individuals who would like to work at leading-edge technologies, services, and projects. There are several openings on our online catalog across our U.S. offices, offering possibilities to work on our large Federal, State Government agencies and Fortune 500 client projects. 22<sup>nd</sup> Century always creates a dedicated email support, website advertisement and helpline for project. Example is given below.

#### OPENINGS IN CURRENT CONTRACTS

 <p>State of New Jersey</p>	 <p>Department of General Services (DGS, VA)</p> <p>DGS, VA has awarded a 5 year contract to 22nd Century Technologies, Inc. for its Temporary Staffing Needs.</p>
 <p>American Bar Association</p> <p>American Bar Association, Chicago has awarded a 3 years contract to 22nd Century Technologies for its Temporary Staffing Services</p>	<p>Fire Department, New York City (FDNY)</p> <p>If you are interested to work with the FDNY, please submit your profile</p>



## STATE OF NEW JERSEY

To apply for State of New Jersey job openings, please email [njjobs@tscti.com](mailto:njjobs@tscti.com) or call (833) 308-7284 (toll free).

- » Accounting/Finance
- » Call Center/Customer Service
- » Food Related Services
- » General Administrative
- » Human Resources
- » Human Services
- » Insurance
- » Laborer/Industrial
- » Media
- » Tax
- » Technical
- » Medical Staffing

Please submit your resume to [njjobs@tscti.com](mailto:njjobs@tscti.com)

Include following information:

- Position you are applying to
- Preferred Location
- Pay Rate Expectation

## COUNTY OF VENTURA JOBS



**County of Ventura has awarded a 5 year contract to 22nd Century Technologies, Inc. for its Temporary Staffing Needs.**

Under this contract, 22nd Century will assist the agency to fill various temporary positions to meet specific business needs throughout the periods: vacations, leave of absences, while recruiting for a position, or to supplement permanent staff during periods of increased demand. The duration of employment will vary depending on the specific needs of the hiring department, ranging for either short term or long term assignment.

### **22nd Century is an Equal Opportunity/Affirmative Action employer**

All qualified candidates will receive consideration for employment without regard to disability, protected veteran status, race, color, religious creed, national origin, citizenship, marital status, sex, sexual orientation/gender identity, age (40 or over), or genetic information. 22nd Century's commitment to diversity and inclusive selection practices includes ensuring qualified long-term unemployed job seekers receive equal consideration for employment.

If you are interested to work with County of Ventura, please submit your profile for below openings:

- Office Support
- Accounting
- Collections
- Purchasing/Graphics
- Custodial/Utility/Maintenance
- Health Care (Non-certified/licensed)
- Health Care (licensed)
- Health Care (Comp Code 9043)
- Engineering
- Information Technology
- Others

### **Point of Contact**

**Sandeep Singh**

Phone: 888-99-TSCTI

Email: [ventura@tscti.com](mailto:ventura@tscti.com)



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

22<sup>nd</sup> Century has a customer service department operated Monday to Friday from 08.00 AM EST to 06:00 PM PST. We have multiple service centers and will appoint a special local account management team for this contract. For any emergency or weekend requirement, 22<sup>nd</sup> Century will provide the personal contact details of our Account Managers.

◆ **Green Initiatives**

➤ *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

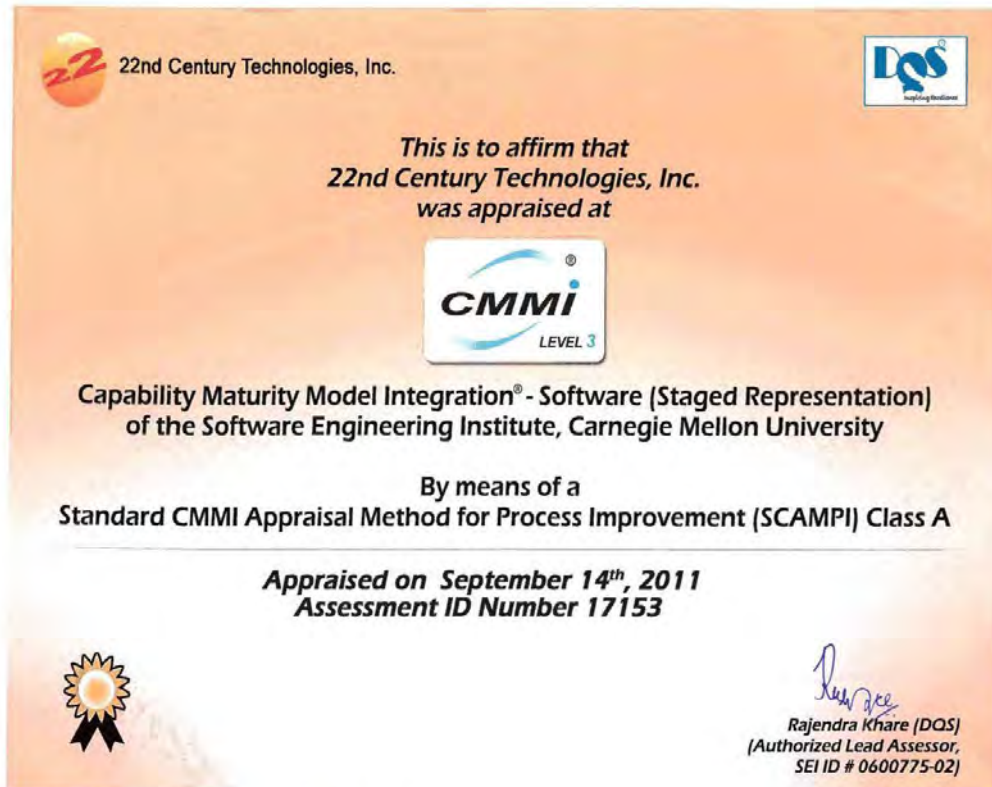
22<sup>nd</sup> Century works with a wide variety of clients but it especially seeks out businesses that are committed to values beyond profit. It's our goal to do business the way we live: by using no more than we need, respect those around us and tread lightly with a small footprint. Although this is hard to accomplish in the modern world; we believe that design, creativity and innovation can drive change, generate new ideas and leave things in a better state than the way we found them. Through its Go Green Policies, 22<sup>nd</sup> Century is committed to save the environment and contribute towards making Earth a better place to live in. Outlined below is green code of practices that we follow:

- **Electricity and save energy:** Turn off lights and air conditioners whenever not in use and when leaving the office or conference room. It is of primary attention to save energy while we are not using it. Prior to logging out, 22<sup>nd</sup> Century employees must unplug electronic devices and shut down systems to save energy.
- **Day Lighting:** Use natural light at the office whenever possible.
- **Recycling:** We recycle waste papers and reuse materials at every opportunity.
- **Partners:** 22<sup>nd</sup> Century commits to align with green suppliers and partners.
- **Saving miles/ gas/ petrol:** We encourage employees to have virtual meetings, web conferences rather than traveling to meetings.
- **Save Trees/ Paper:** 22<sup>nd</sup> Century encourages using emails instead of using paper; using e-method to note things; minimize the amount of printed materials & direct mail we use. At 22<sup>nd</sup> Century we use minimalistic printing and embed the following into our email signatures to remind us and others of saving trees. "Please consider the environment before printing this e-mail". When paper is necessary, we photocopy on both sides and use old papers for scrap paper.
- **Digital/ Cloud storage:** To cut down paper usage and reduce clutter, digital/ cloud storage solutions are followed across 22<sup>nd</sup> Century.
- **Avoid Plastic Bags:** Our employees use bags that can be recycled, preferably reusable cloth bags instead of plastic bags.
- **Bi-annual Green Earth Campaign:** At 22<sup>nd</sup> Century we conduct an awareness campaign aligned with our Go Green policy twice in a year.
- **Training:** Every quarter we train our staff on how to be responsible corporate green citizens.
- **Save water:** 22<sup>nd</sup> Century employees are mindful of utilizing water in the best manner possible.
- **Conduct Annual Go Green Surveys:** 22<sup>nd</sup> Century employees are encouraged to make suggestions on how we can be "Greener and environment friendly" company and to use natural resources efficiently and effectively.



◆ **Vendor Certifications (if applicable)**

- *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*



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# CERTIFICATE OF REGISTRATION

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

## 22nd CENTURY TECHNOLOGIES, INC.

8251 Greensboro Drive, Suite 900, McLean, VA 22102.

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

### ISO 9001:2015 Quality Management System

*This registration is in respect to the following scope*

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

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

Snehaprabha .H  
Certification Manager



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

*The validity of the certificate is dependent upon ongoing surveillance.  
The use of the AIAO-BAR accreditation symbol is in respect to the activities  
covered by the Accreditation Certificate No: AIAO-BAR-011413-1*



### GMSQR Certifications Pvt. Ltd.

Accreditation by American International Accreditation Organization, Inc.  
and Bureau of accredited Registrars (AIAO-BAR)  
201 Los Gatos Saratoga Rd., Suite 144 Los Gatos, CA 95030  
[www.aiao-bar.org](http://www.aiao-bar.org) , [www.gmsqr.com](http://www.gmsqr.com)

Initial Registration Date : 22.11.2017  
1st Surveillance on or before : 22.11.2018  
2nd Surveillance on or before : 22.11.2019

Issued Date : 22.11.2017  
Valid until : 21.11.2020  
Ref. No. : CTI/QMS/GR/01/357







**DEFENSE SECURITY SERVICE**  
FACILITY CLEARANCE DIVISION  
27130 TELEGRAPH ROAD  
QUANTICO, VA 22134-2253

November 3, 2011

CAGE: 3DYY9

22nd Century Technologies Inc.  
ATTN: Facility Security Officer  
2 Executive Drive, Suite 230  
Somerset, NJ. 08873-4003

Dear Sir or Madam:

Reference is made to our earlier correspondence regarding the eligibility of your facility for a Department of Defense security clearance. I am pleased to advise that the necessary processing has been completed and a security clearance at the TOP SECRET level is hereby granted your facility.

The fact that your organization has qualified for and has been granted a facility clearance may not be used for advertising nor promotional purposes, nor may this letter be reproduced in any form except for the necessary records of your organization.

The Defense Security Service is vitally interested in assisting you in the development of a sound security posture. We will conduct periodic reviews of your security program to aid you in maintaining proper security safeguards and are available at any time for guidance or assistance.

Sincerely,

DUBLIN, SC  
OTT, MICHA  
EL 1043863  
556

for Sharon Bickmore  
Asst. Deputy Director of Operations, ISFO

Copy to: IOFNM

DSS FL 381-R



## Tab 5 – Products and Services

22<sup>nd</sup> Century would like to bid on the all below mentioned categories.

- Full-Service Contingent Staffing and Direct Placement
  - Everify
  - Background Checks
  - Drug Screens
  - Reference Checks
  - Candidate Screening
  - Multiple Labor Categories
    - IT
    - Administrative and Clerical
    - Call Center
    - Light industrial manufacturing
    - Facilities
    - Ground Maintenance
    - Warehouse
- Payroll Services of Agency Identified/Referred Talent
- Managed Service Provider (MSP) for:
  - Contingent Staffing
  - Statement of Work (SOW)
  - 1099/Independent Contractors (1099/IC)
  - Learning and Development (L&D)
  - Healthcare
- Vendor Management System (VMS)
- 1099/Independent Contractor Verification and Management
- Recruitment Process Outsourcing (RPO)
- Human Resource Outsourcing (HRO)
- Benefit Administration
- Onboarding New Hires
- Workers Comp Management
- Payroll Administration
- Unemployment Management
- IT Software Solutions
- Miscellaneous Services



## Tab 8 – Value Added Products and Services

### Marketing and Training

22nd Century will exceed this requirement. Our Public Sector Account Managers are actively marketing the contract to their customers and are very familiar with the nuances of the contract. This is an enormous benefit to the Region 14 ESC. With 22nd Century, there is no need to start from scratch, familiarizing a completely new management team and educating a new group of Account Managers to a foreign contract. Even after training is complete, other vendors are likely to experience a period of growing pains as they acclimate their sales staff to the offering. This ramp-up time will undoubtedly have a negative effect on contract sales. With 22nd Century, all aspects of transitioning to the new contract will be seamless. The Region 14 ESC does not have to worry about member confusion or orders lost during training and setup time. Instead, business continues as usual and training time is used as a refresher, providing contract updates and focusing on strategies to increase business.

Based upon our experience, we are very much aware of ways and strategies to market and sell services to eligible Region 14 ESC customers. We will have a dedicated marketing team in place and the team will prepare a document of our expertise on projects with various departments of other states like projects for Departments of Labor and Industries, Licensing, Transportation, Employment Security, Health and Human Service, Department of Early Learning, Education and many more. Based upon this information, the team will prepare a list of the probable agencies that might need the software development services under this contract. Once these details are finalized, our marketing team will fix up meetings with key stakeholders of relevant departments. During these meetings, 22nd Century will give presentation of our capabilities on work done for the agencies in other states, ways in which agencies can gain from our experience, ascertain the requirements of the agencies and propose the solution to address their needs. We are confident that based upon our vast experience on delivering similar services with other states, we will be able to provide valuable services to the eligible Region 14 ESC customers to their utmost satisfaction.

### Before the first day

- Before the first day and going onto the first 30 days the aim is to learn and understand both new role and the business. Put a negotiation plan together to provide for operating resources.
- Understand the current work, process and priorities
- Do research and gain insight into the business, its customers and competition.
- Proactively try to meet with the analysts
- Informally assess the quality of the company's resources and operational effectiveness.
- Create an operating hypothesis of your role.
- Plan for early operational wins and team engagement.

### By the 30th day

- Have a well-rounded knowledge of the business, brand and product (including the mission, values, value proposition, goals, customers, suppliers and competition).
- Understand the business's marketing-specific priorities and objectives.
- Have a clear view of the state and responsibilities within the marketing department.
- Evaluate the marketing team and fill skill gaps.
- Discuss roles, expectations ideas with the marketing team.
- Put marketing technology systems in place to ensure productivity.
- Meet with external resources (i.e. Public Relations and Advertising agencies) and ensure that they are the right partners moving forward.
- Familiarize yourself with current work processes and priorities.
- Map the desired process
- Examine current lead-flow and pipeline.
- Assess existing marketing budget and planned expenses.
- Meet with all department heads to understand objectives and areas of urgency.
- Align with team in terms of defining a lead, how sales follow-ups on new leads, and how leads can be tracked.



- Put a feedback loop between sales and marketing in place.

**By the 60th day**

- Establish short-term goals, expectations and deliverables.
- Identify objectives, KPIs and key milestones.
- Perform a SWOT Analysis to uncover the strengths and weaknesses of the product and/or business, relative to the market, along with any opportunities and threats that may affect its sale/uptake.
- Look at the current processes and plan how to improve these.
- Perform an exhaustive brand awareness review - including looking at the website and search engine optimization (SEO) and identifying current perceptions of the business in the marketplace and levels of customer satisfaction.

**By 90th days**

- Our team will set up and understand their vision, expectations and responsibilities.
- The Marketing department's short-term goals will be communicated to all departments.
- Sales and success metrics will be analyzed and marketing campaigns adapted accordingly.
- Initial marketing plans and budgets will be developed.
- Return on investment (ROI) metrics and systems to monitor success will be implemented.
- Success of current campaigns will be measured against goals and customer feedback.
- Convey progress to our team, related departments and superiors.

**Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

22<sup>nd</sup> Century will utilize the services of Infodat International, Inc. as a Minority and HUB subcontractor with the minimum goal of 05%. Infodat has 20 years of experience in providing staffing services and solutions. 22<sup>nd</sup> Century is also utilizing Accellux which provides IT services to support the digital transformation and sustained differentiation of customers. The minimum goal for the Accellux would be 05%. Accellux services help organizations achieve their highest transformation objectives, making step-changes in their performance. Its mission is to provide IT services to help organizations create, deliver and realize value as fast as their customers and markets need. Founded in 2008, Accellux provided project management, sourcing and procurement support to natural resources companies. Since they've expanded into information technology in 2016, they've provided and expanding range of IT services to private and public companies in the natural resources and medical devices industries. Headquartered in Katy, TX.

**Accellux Certification and Listings**

EIN: 26-2680431

DUNS: 838323744

CAGE Code: 86U60

CMBL: 12626804319

SBA Status: Small Business

HUB: Certified by Texas Statewide Procurement Division

**Infodat Certification and Listings**



**GLENN HECAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: 1760505374700  
File/Vendor Number: 026773  
Approval Date: 03-AUG-2016  
Scheduled Expiration Date: 03-AUG-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**INFODAT INTERNATIONAL, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-AUG-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



22nd Century recognizes that a diverse supplier base is integral to company profitability and strategic objectives solidifying the connection between customer satisfaction and winning in the marketplace. 22nd Century's supplier diversity program expands purchasing opportunities for businesses owned and operated by Under-represented Minorities, Women, Lesbian, Gay, Bisexual and Transgender (LGBT), Veterans and Service-Disabled Veterans, and People with Disabilities. Building and maintaining a community of diverse suppliers increases 22nd Century's opportunity to hear new ideas, apply different approaches, and gain access to additional solutions that respond to customer needs. Such collaboration helps 22nd Century deliver innovation, quality products, and world-class service to a growing marketplace. We always consider engaging qualified subcontractors to fulfil requirements received under our contracts. Our assigned Account Manager is responsible for effectively managing & utilizing the subcontractors and meet the overall contract goal. We proactively identify suppliers who can augment our business based of the following:

- Diversity Status
- Supplier office should be located in the City, County or State where the contract is based
- Acceptance of the state contract terms and conditions
- Preferred - state or any public sector contract experience

***Process for coordination and integration of the subcontractor's efforts into the 22nd Century***

22nd Century uses industry best practices to coordinate and manage our subcontractors. Central to our approach is our emphasis on treating our team members as full partners and members of an integrated team. 22nd Century team works as a single team and follows single Quality Management System for the contract to achieve the performance requirements of the contract. Our Account Manager is fully responsible for all aspects of this contract and there will be total flow-down responsibility to subcontractor/ teaming partner. The Account Manager applies extensive management experience and leadership to the program, while our Team members will provide critical experience and expertise as they work toward providing high quality and performance. Our collaborative organizational structure provides subcontractor leads with input into high-level management problem solving, conflict resolution, quality control, resource management, staffing, task order monitoring, financial performance monitoring, and coordination of task orders. We use SharePoint based collaborative tool that will be integrated with our Resource Management Database and complete staffing process. Only



skilled personnel after going through the complete screening process will be submitted to the Client. Account Manager and Account Executive coordinates with the clients for submittal, interviews, on-boarding and other contractual needs. Our Account Manager work closely with subcontractor and the 22nd Century contract team to ensure a smooth on-boarding process.

22nd Century is committed to assisting other small businesses; it is a standard practice of ours to seek out and mentor emerging business whenever possible. When selecting partners, we first consider partnerships with certified Minority-Owned, HUB-Zone, Service-Disabled Veteran-Owned, Veteran-Owned, and 8(a) small businesses. 22nd Century also believes in maintaining close ties to our community; contributing to non-profit and community organizations and participating in various charitable events are integral to our corporate philosophy to make a positive impact on those around us. We regularly seek out and establish partnerships with emerging companies local to the contract's place of performance. We continuously attend HUB, SBE, and M/WBE, SDVOSB events to find strategy partnerships for future business endeavors and look for strengths in service offerings to augment and supplement our own and also create stringent subcontracting goals for ourselves, regardless of contractual requirements.

#### **22nd Century diversity outreach & mentoring plan.**

22nd Century have been a mentor to many diversity or Small Businesses and helping them grow their business and achieving the revenue goals. We select our business partners/subcontractors based on the following criteria:

- Valid S/D/M/WBE Certifications
- Availability of single point of contact (POC) interact with our team assigned to the contract
- Subcontractor relevance of services offered as to those required in the awarded contract
- In-house talent, responsiveness and fast turnaround time

**Subcontracting Process** – 22nd Century has an established and documented subcontracting process for selecting suppliers, our process is as follows:

#### **1. On-boarding qualified Sub-contractors (based of following qualifications)**

- ✓ SBE/WBE/MBE Status - as requested in the awarded contract
- ✓ Accepts all the terms and conditions of the contract
- ✓ Prior any Public Sector experience
- ✓ Defined recruitment processes
- ✓ Availabilities and Quality of subcontractor resources
- ✓ Establishing Suppliers Rate Card for the contract

#### **2. Training:**

- ✓ Sub-contractors are provided periodic training on the contract.
- ✓ Assigned and trained recruiters are aware of the contract terms and conditions
- ✓ Setting up right expectations for submissions
- ✓ Submission: Resume, Candidate Reference Form as per process.

#### **3. Proactive Sourcing:**

- ✓ Candidate from Sub-contractor are proactively available for the Client.
- ✓ Resources are pre-qualified for typical positions based on the Client needs.

#### **4. Reactive Recruitment:**

- ✓ Active Requirement is available in Applicant Tracking System – Jobdiva and notification is sent to sub-contractors.
- ✓ Top three candidates are requested for submission and evaluation.

The following **Subcontracting Plan** in currently utilized with several states and it has been successfully implemented over the years.

- New requirement is posted by the client goes to the subcontractors within 1-2 hour.
- Sub-contractor is given 1 hour to respond with the acceptance: yes, or no. If sub-contractor accepted the requirement, 22nd Century agrees to not contact any other diversified company.
- Evaluation of sub-contractor candidate includes: technical competency, billing rate, candidate's location/proximity to the client location, etc.



- Complete transparency regarding rates and candidate submission status (presented or not).
- Provide constructive feedback (if available from the client) to the sub-contractor
- Rights to determine their candidate's billing rate.
- Short-listed candidate goes through our grooming process, preparation for the interview, etc. If needed, we could pay for the travel and/or relocation expenses of the candidate on a case-to-case basis.
- Training is available to the subcontractor's candidate

## Customer Service

22nd Century's services, solutions, and methodologies are framed around leading technologies and industry best practices, enabling us to provide the best services and solutions to our customers. We bring in more than twenty three (23) years of capability in delivering and managing projects in a timely manner (often ahead of schedule). We intend to utilize an approach based on several successful efforts of similar size and scope: Local, State, and Federal incorporating the best practices from both the Government and Industry, and at the same time delivering quality through our CMMI Level 3 and ISO 9001:2015 compliant quality processes. 22nd Century provides customer support to its clients in following ways:

- 22nd Century assigns one Account Manager for every individual client/account it holds. The Account Manager is responsible for handling routine activities or issues related to the project with our client and ensure the smooth functioning of the project on a daily basis. As a healthy practice, our Account Manager interacts with the CO/COTR by holding one to one meeting on a weekly or monthly basis with the permission of the client, and addresses problems and concerns affecting the project as well as shares other relevant information.
- For key projects, with significant involvement of 22nd Century Resources, our Account Managers collaborate with the client to attend stakeholder meetings at least every fortnight.
- If necessary, 22nd Century uses the Red Flag report system, which is a system that identifies critical variances in staffing or any identified lapse in service related to resources. Flag thresholds are initially set at a low, or "yellow alert" level. The responsible manager reviews each stable yellow alert item every day until it reverts to a green or stable level. If the variance or problem continues or increases over time, it enters the "orange alert" level, in which the manager is required to take firm appropriate action to lower the level, and report his action upwards to management. Any orange-level problem or variance that continues to increase is immediately posted in a Red Flag report and escalated for immediate remedial action. This yellow-orange-red process ensures that variances and problems are noticed, investigated, and remedied before they become critical and provide for rapid corrections and eliminate long-term problems. All flag actions are immediately copied to the Client Account Manager for information or action. Flag status and mitigation plans are shared with our Management, HR/Resourcing Teams as well as clients at status review meetings.

As mentioned earlier, we have received numerous awards from our clients on our contributions to their work programs. In addition, as reported in the latest Dun & Bradstreet Open Ratings report, our **Overall Performance Rating** stands at **93%**. All our individual scores on each of nine factors were 91% or higher. No individual item of feedback received was negative: they were mainly positive, mixed with a small number of neutral ratings. Three pertinent ratings are as follows:

- Customer Support: **93%**
- Business Relations (Ease of doing business): **94%**
- Personnel (Satisfaction with attitude, courtesy and professionalism of staff): **93%**

22nd Century's value addition in providing Customer Service Support:

- **High Retention:** 22nd Century continues to maintain a team of Trainers and Techno-Functional experts since the last four years with **zero turnover**
- **Financial Management:** 22nd Century worked closely with the Program Manager in ensuring continuity of mission critical resources on a low budget
- **Customer Focus:** We have always given precedence to the County's success over company profitability
- **Higher Skilled Labor:** 22nd Century'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 Trainings on CMMI processes, new technologies and achieved Certifications
- **High Availability:** 22nd Century has ensured 24x7 availability of the client interfacing team





## Tab 9 – Required Documents

### ♦ Clean Air and Water Act / Debarment Notice

#### **Clean Air and Water Act & Debarment Notice**

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

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

Potential Vendor	<u>22nd Century Technologies, Inc.</u>
Print Name	<u>Sandeep Singh</u>
Address	<u>1329 Desert Barrel Dr</u>
City, State, Zip	<u>Fort Worth, TX 76177, USA</u>
Authorized signature	<u></u>
Date	<u>06/15/2020</u>



◆ Contractors Requirements

**Contractor Requirements**

**Contractor Certification  
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 is 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 offeror 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 NCPA Participating entities in which work is being performed

**Fingerprint & 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 offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

**Business Operations in Sudan, Iran**

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

Authorized signature 

Date 06/15/2020



◆ Antitrust Certification Statements

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

Company name	<u>22nd Century Technologies, Inc.</u>
Address	<u>1329 Desert Barrel Dr</u>
City/State/Zip	<u>Fort Worth, TX 76177, USA</u>
Telephone No.	<u>888-998-7284</u>
Fax No.	<u>732-537-0888</u>
Email address	<u>Govt@tscti.com</u>
Printed name	<u>Sandeep Singh</u>
Position with company	<u>Sr. Sales Manager</u>
Authorized signature	<u></u>



◆ Required Clauses for Federal Funds Certifications

**Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

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

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision



for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee



of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.



◆ Required Clauses for Federal Assistance by FTA

**Required Clauses for Federal Assistance provided by FTA**

**ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

**CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective



employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).



- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.



*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*



◆ State Notice Addendum

### **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)  
<http://nces.ed.gov/globallocator/>  
<https://harvester.census.gov/imls/search/index.asp>  
<http://nccsweb.urban.org/PubApps/search.php>  
<http://www.usa.gov/Government/Tribal-Sites/index.shtml>  
<http://www.usa.gov/Agencies/State-and-Territories.shtml>  
<http://www.nreca.coop/about-electric-cooperatives/member-directory/>  
<https://sos.oregon.gov/blue-book/Pages/state.aspx>  
<https://portal.ehawaii.gov/government/>  
<https://access.wa.gov/governmentagencies.html>