University of California, Office of the President (UC)

Contract # 2019.001919

for

UC Temporary Labor Services (Non IT Temp)

with

22nd Century Technologies, Inc.

Effective: January 1, 2020

The following documents comprise the executed contract between the UC and 22nd Century Technologies, Inc., effective January 1, 2020:

- I.
- Purchasing Agreement #2019.001919 Supplier's Response to the RFP, incorporated by reference II.



Amendment to Agreement

This Amendment #1 to Agreement #2019.001919 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

The Agreement is hereby amended as follows:

Section 1, Statement of Work, is revised to add the following:

1. Statement of Work

January 1, 2020, The Regents of the University of California (also known as a "Principle Procurement Agency" in material provided by OMNIA Partners) and Contractor partnered with OMNIA Partners to offer the Contract (also known as a "Master Agreement" in material distributed by OMNIA Partners) on a national basis to public agencies who register with OMNIA Partners.

Supplier agrees to extend Goods and/or Services to state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating public agencies will be addressed, administered, and resolved by each participating public agency.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of January 1, 2020.

| | 22 ND CENTURY TECHNOLOGIES, INC. | THE REGENTS OF THE UNIVERSITY OF CALIFORNIA |
|--------|---|---|
| By: | Luly Sin_ | Amanda Marks |
| Name: | Kulpreet Singh | Amanda Marks |
| Title: | Director Sales | Associate Director |
| Date: | 02/10/2020 | 2-10-2020 |



The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below, 22nd Century Technologies, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from January 1, 2020 and through December 31, 2024 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 2 successive 1-year periods (each, a Renewal Term), by providing Supplier with at least 30 calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing.

For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

5. Notices



As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

| Name Matthew Linzer | |
|-------------------------------|-------------------|
| Phone 510-987-9680 | |
| Email Matthew.Linzer@ucop.edu | |
| Address 1111 Franklin Street | |
| | Oakland, CA 94607 |

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

| Name | Hillary Kalay |
|---------|-----------------------|
| Phone | 510-987-0355 |
| Email | Hillay.Kalay@ucop.edu |
| Address | 1111 Franklin Street |
| | Oakland, CA 94607 |

To UC, regarding contract issues not addressed above:

| Name | Name Amanda Marks | |
|--------------------|---|--|
| Phone 510-587-6093 | | |
| Email | Email Amanda.Marks@ucop.edu | |
| Address | Address 10280 S. Torrey Pines Road, Suite 415 | |
| | La Jolla, CA 92037 | |

To Supplier:

| Name | Name Sandeep Singh | |
|----------------------|--|--|
| Phone 888-998-7284 | | |
| Email govt@tscti.com | | |
| Address | Address 220 Davidson Avenue, Suite 118 | |
| | Somerset, NJ 08873 | |

6. Intellectual Property, Copyright and Patents

/ / The Goods and/or Services involve Work Made for Hire

/_X_/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/_X_/ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.



/__/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

/__/ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/__/ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – 22nd Century Technologies, Inc.

12. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

13. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 8/6/2019 are hereby amended as follows:

The following articles are not applicable for the requested services under this Agreement: Article 7.A, Article 7.B, Article 13, Article 17, and Article 26

14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Statement of Work Attachment A
- b. Pricing Attachment B



- c. Program Requirements Attachment C
- d. UC Terms and Conditions of Purchase, dated 8/6/2019
- e. UC Appendix Data Security, dated 8/12/2019
- f. UC Appendix Business Associate (HIPAA), dated 8/2/2019

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

| THE REGENTS OF THE UNINERSHITY OF CALIFORNIA | 22 ND CENTURY TECHNOLOGIES, INC. |
|---|---|
| Justin Sullivan | Luly Sin |
| (Signature) | (Signature) |
| Justin Sullivan | Kulpreet Singh |
| Justin Sullivan, Director, Strategic Sourcing | (Printed Name, Title) |
| 12/18/2019 | 12/13/2019 |
| (Date) | (Date) |



Terms of Payment:

Address to send invoices:

Purchasing Agreement # 2019.001919

ATTACHMENT A TO PURCHASING AGREEMENT #2019.001919 SAMPLE STATEMENT OF WORK

Example order form to retain Non IT Temporary Labor Services.

| example order form to retain Non II Temporary Labor Services. |
|---|
| Does not replace UC Location Purchase Order. UC Locations can and may use location specific statements of work and/or purchase order forms. |
| This Statement of Work # ("SOW") is issued pursuant to Purchasing Agreement # dated, 20 between UC and Supplier ("Agreement"). |
| Supplier Name: UC Agreement# |
| Supplier Customer Service Contact: Dedicated toll-free number(s) or online access for UC Order Placement for Non IT Temporary Labor Services. |
| Name: Title: Phone: Email: |
| Position Title: |
| Position Short Description: |
| UC Supervisor Contact Person for Reporting and Notification Purposes: Name: Title: Phone: Email: |
| Recruitment Team: |
| Duration of Assignment: Desired Start Date: Duration of Work: Work Schedule (days and hours of work): Location of Temp Assignment (address, building, suite or room#): Dress Code: Reason Temp Needed (i.e. LOA, recruiting for open position, etc.): |
| Hourly Rate: |

DocuSign Envelope ID: 832F42C2-4C17-42AF-9FC5-BD6EC70B25AF UNIVERSITY



Purchasing Agreement # 2019.001919

Identifying information to include on invoices:

Agreed to by University and Supplier (changes to basic terms and conditions require the signature of an authorized representative.

This Statement of Work is signed below by the parties' duly authorized representatives.

| THE REGENTS OF THE UNIVERSITY OF CALIFORNIA | 22 ND CENTURY TECHNOLOGIES, INC. |
|---|---|
| (Signature) | (Signature) |
| (Printed Name, Title) | (Printed Name, Title) |
| (Date) | (Date) |

CALIFORNIA

Purchasing Agreement # 2019.001919

ATTACHMENT B - PRICING

[See attached file]
"22nd Century_UC Temporary Staffing Pricing Template_UC Systemwide.xlsx'



PROGRAM REQUIREMENTS – ATTACHMENT C

The following are specific Service Requirements for the UNIVERSITY of California's Program for Non IT Temporary Labor Services.

Program Requirements

"Temporary Staff" means any individual provided by SUPPLIER to UNIVERSITY under the Agreement.

<u>No Fee Conversion:</u> <u>UNIVERSITY</u> reserves the right to convert Temporary Staff to a direct hire at any time during the assignment at no additional cost to UNIVERSITY.

Payment Discounts: Prompt payment discounts shall be a 2% cash discount for payment net 10 days.

<u>No Premium Rates (Overtime):</u> Unless pre-approved by **UNIVERSITY**, **SUPPLIER**'s services will be billed hourly or on a per shift basis of either eight (8), ten (10) or twelve (12) hours as specified in the Statement of Work. Overtime work must have prior approval. There will be no reimbursement for out-of-pocket expenses.

No payment will be made in advance of work performed.

Rates for the services provided in the Agreement shall be firm for the period specified in the Agreement. If the UNIVERSITY extends the contract, SUPPLIER may request a change in billing rates at the end of contract time period by submitting a written request with supporting justification to the UNIVERSITY. If the UNIVERSITY concurs with the request, an amendment will be issued.

The SUPPLIER initial mark-up rate will not be exceeded during the term of the Agreement.

Checks shall be made payable to "The Regents of the UNIVERSITY of California" and mailed to the UNIVERSITY address as specified by the Agreement. SUPPLIER shall make reference to department name and Agreement number on all checks. Periodic Statement Requirement: SUPPLIER shall send periodic statements listing all rebates, credits, or incentives earned, used or on account for the UNIVERSITY. Statements shall include department name and purchase order number, etc. Statements should be mailed to the UNIVERSITY address as specified on the order.

SPECIFIC TERMS AND CONDITIONS

A. Qualified Personnel

SUPPLIER shall provide, on an as-needed basis determined by the UNIVERSITY, qualified, trained temporary staffing personnel. Receipt of award does not guarantee that UNIVERSITY will request any temporary staffing services during the period of the Agreement. UNIVERSITY reserves the right to assess and select the best-qualified temporary workers for each individual project from any one of the qualified services providers. A comprehensive resume shall be required for each candidate submitted by SUPPLIER for consideration. References and previous employers listed on resumes may be contacted by UNIVERSITY as well as possible candidate background checks. UNIVERSITY agrees to be responsible for 1) any breach of its obligations for maintaining any personal information of the temporary employees in compliance with laws, statutes or regulations governing personal data and 2) any claims that arise that are related to its maintaining, handling or storing of such personal information of the temporary employees. UNIVERSITY reserves the right to reject any



temporary staffing candidate proposed by SUPPLIER. Project work will be scheduled with a minimum of inconvenience to UNIVERSITY and conducted on-site during regular UNIVERSITY hours.

B. Immigration & Naturalization Services Compliance

All temporary staffing personnel employed by SUPPLIER shall be US Citizens or legal aliens in accordance with the employment verification provisions of the Immigration and Nationality Act (INA), according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996 and any revisions of such Act. It is the SUPPLIER'S responsibility to verify legal alien's compliance to all current laws and regulations of the United States and state of California as they pertain to alien status and employment eligibility.

C. Guarantee of Appropriate Interview and Placement Standards

SUPPLIER will ensure the quality of their Interview and Placement Standards. The **UNIVERSITY** of California will not permit any of the following to occur:

- 1. Other individuals speaking for Candidates during live interviews.
- 2. Other individuals speaking for Candidates during taped interviews.
- 3. Replacement of Candidates with other Candidates after the Interview and Screening process has occurred and a Job Offer has been made.
- 4. Substitution of the Skill Sets of Candidates.
- 5. Falsification of information related to any Candidate.

If any of the Candidates have been falsely presented, represented, or put forth, The **UNIVERSITY** of California will review the situation which may result in the Termination of the Agreement.

D. Background Checks

SUPPLIER will arrange for background checks, verifications, references, and other investigations, as requested, as part of the overall assessment of candidates presented for consideration.

SUPPLIER warrants that Temporary Staff will have had a full background check initiated by SUPPLIER and that the Temporary Staff will have no known criminal records or criminal charges which would in any way affect the ability of Temporary Staff, to discharge their responsibilities according to the highest ethical standards. In addition, Temporary Staff will have a full background check to discharge their responsibilities in regards to patient and financial data and the systems that process such information. Background checks will include, but are not limited to, reference checks and criminal checks.

All felony and misdemeanor convictions (except marijuana related offenses greater than two years old) must be reported to UNIVERSITY and may result in the Temporary Staff being prohibited from performing work at UNIVERSITY. Acceptable background screening will consist of the last seven years residence and employment verification. The background screen will also include a criminal conviction records investigation conducted by any third-party agencies that adheres to the California Investigative Consumer Reporting Agencies Act. A criminal convictions records investigation will consist of a records search (documented by a written report retained by SUPPLIER) by the appropriate law enforcement or other local or state agency in each location in which the Temporary Staff has resided and worked in during at least seven years preceding the date of the criminal conviction records investigation. UNIVERSITY may require persons, before entering UNIVERSITY premises, to



complete a criminal convictions questionnaire. In the event that UNIVERSITY has grounds to believe that a Temporary Staff falsified his or her criminal convictions questionnaire in any way, such person will not perform any work for UNIVERSITY or enter onto UNIVERSITY premises. UNIVERSITY reserves the right, at its discretion, to request from SUPPLIER documentation of the completion of a criminal conviction records investigation for any Temporary Staff assigned to work on UNIVERSITY premises. SUPPLIER's failure to have completed a criminal convictions investigation of any of its Temporary Staff in accordance with this clause will be grounds for immediate expulsion of the Temporary Staff and UNIVERSITY will have the right to terminate the Agreement both with respect to the Temporary Staff and SUPPLIER.

E. Duration of Assignments

The length of temporary assignments will vary. SUPPLIER's personnel may be required to sign confidentiality agreements depending on the nature of the access privilege granted. At the conclusion and/or termination of the assignment, the SUPPLIER employee shall return all property (such as keys, etc.) to the requesting UNIVERSITY department prior to departing.

F. Right of Severance and Termination

UNIVERSITY shall have the right to request removal of any specific SUPPLIER temporary worker for the following:

- If the worker is deemed by UNIVERSITY to be incompetent or negligent based on worker's inability to
 execute the required project deliverables.
- For failure to adhere to UNIVERSITY'S standards, data protection policy or application development methodology.
- For worker misconduct.
- G. Right to Dismiss

If, in the sole discretion of the UNIVERSITY's requester, the SUPPLIER personnel is deemed incompetent or negligent (based on the individual's inability to perform the assigned task or engagement in misconduct) the UNIVERSITY will require the personnel to leave the premises and the department will immediately inform the SUPPLIER of its action.

The SUPPLIER hereby agrees that the UNIVERSITY shall not be liable for any damage or cause of action arising out of the dismissal of SUPPLIER personnel to the extent SUPPLIER violated applicable law and hereby agrees to indemnify, defend and hold harmless the UNIVERSITY for such cause of action or damage brought by the SUPPLIER personnel against the UNIVERSITY, which would arise out of such dismissal.

SUPPLIER personnel deemed unsatisfactory due to performance will be excluded from future assignments to the UNIVERSITY based on but not limited to:

- Failure to demonstrate skills sufficient to perform duties assigned.
- Employee's noncompliance with the UNIVERSITY's policies and/or procedures or other unprofessional conduct.
- Negative results on appropriate background checks.



H. Quality of Service Standards and Service Guaranty

Upon notification of unsatisfactory performance of a Candidate, a replacement will be provided and the charges for the initial Candidate will be removed from the UNIVERSITY'S Account.

Credits for unsatisfactory performance of a Candidate will be a minimum of forty (40) hours or five (5) business days.

The minimum Quality of Service Standards set forth above recognize that occasional errors are likely, however, the SUPPLIER further agrees to use Best Efforts to achieve a 100% Quality of Service Level.

Should the Quality Levels fall below the Minimum Standards and the SUPPLIER does not take corrective action within fourteen (14) days following UNIVERSITY of California notification, the UNIVERSITY reserves the right to terminate the Agreement.

SUPPLIER Response Time

Orders/releases for personnel services will be initiated by **UNIVERSITY** requesters. Requests will be made as much in advance of the required start date as possible. Typically, requests will be made at least 48-72 hours in advance of need.

All information regarding reporting time and scope of assignment will be provided at the time of the initial call.

The SUPPLIER is required to decline request(s), or propose personnel, subject to the availability of qualified personnel, within 24 hours after receipt of the initial call.

J. Payments on Termination

If the UNIVERSITY elects to terminate any temporary worker furnished by SUPPLIER for any reason, the UNIVERSITY shall be responsible for payment of actual work hours performed by SUPPLIER worker or a minimum of four (4) hours, whichever is greater.

K. Worker Availability

SUPPLIER furnished temporary workers shall be available between the hours of 8:00 AM and 5:00 PM, with an hour lunch break, with the possibility of work hour modifications for specially arranged circumstances. Workdays are typically eight (8) hours plus one hour for a meal break.

L. Work Week

A Work Week is generally forty (40) hours in length from Sunday midnight till the following Sunday midnight. UNIVERSITY will not pay premium rates for work beyond forty (40) hours in a Work Week.

M. UNIVERSITY Holidays

SUPPLIER furnished Temporary Staff will generally adhere to University's holiday schedule as referenced at https://www.ucop.edu/local-human-resources/op-life/holiday-calendar.html.

N. Parking at UNIVERSITY

The UNIVERSITY is not responsible for parking arrangements and parking fees for any temporary worker SUPPLIER may furnish under this order.



O. Vehicles

SUPPLIER temporary workers shall be required to use SUPPLIER owned vehicles or their own vehicles to reach job site locations of the UNIVERSITY. SUPPLIER temporary workers shall not operate UNIVERSITY-owned vehicles.

P. CAL-OSHA

SUPPLIER temporary workers shall adhere to all CAL-OSHA regulations where and when applicable to their work environment

Q. ID Badges

SUPPLIER temporary workers may be required to wear UNIVERSITY furnished ID badges dependent upon their project assignment and work location.

R. SUPPLIER Training

The SUPPLIER shall be responsible for its own on-going employee-training program to keep SUPPLIER temporary workers abreast of industry standards and developments.

S. Key Performance Indicators

The Key Performance Indicators (KPI's) are monitored through presentations in the Quarterly Business Reviews and the required activity reporting. The required Key Performance Indicators are:

1. On-Time Reporting (by UC Location and System): 99%

2. Response to Initial Order: within 4 Hours

3. Placement of Short-Term Positions (Six (6) Months and Under): within One (1) Business Day

4. Placement of Long-Term Positions (Over Six (6) Months): within Three (3) Business Days

5. RUSH Placements: within the Same Business Day

6. Customer Service Satisfaction: 99%

7. Request for Reports: within Five (5) Business Days

8. Placement Accuracy: 100%

9. Invoice/Billing Accuracy: 99%

T. Subcontracting

SUPPLIER may subcontract out to other suppliers but must provide the UNIVERSITY with the following:

- 1. The name(s) of the originating firm(s) from which the Candidate is provided.
- 2. The method utilized to compensate the Candidate, showing compensation originates from the awarded supplier(s)'s organization.

The subcontracted Candidate must meet all of the qualifications as if they were provided by the awarded Supplier.



ARTICLE 1 - GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC's Appendix Data Security, Appendix BAA, and/or Appendix GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 - INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 - ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 - WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. <u>Permits and Licenses</u>. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. <u>Federal and State Water and Air Pollution Laws</u>. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. <u>Web Accessibility Requirements</u>. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



- 1. It complies with California and federal disability laws and regulations; and
- 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
- 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
 - 1. It will comply with California and federal disability laws and regulations;
 - Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 - 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. <u>Warranty of Quiet Enjoyment</u>. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. <u>Debarment and Suspension</u>. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. <u>UC Trademark Licensing Code of Conduct</u>. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 - INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
 - 1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 - The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 - 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 - 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.



- If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
- 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
- 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
- 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. <u>UC Rights to Institutional Information</u>. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 - INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - 1. Each Occurrence \$ 1,000,000
 - 2. Products/Completed Operations Aggregate \$ 2,000,000
 - 3. Personal and Advertising Injury \$ 1,000,000
 - 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, subsuppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 - 1. P1 This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 - 2. P2 This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 - 3. P3 and P4, less than 70,000 records this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 - 4. P3 and P4, 70,000 or more records this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

- 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
- 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 - USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 - FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - 1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - 4. FAR 52.219-8, Utilization of Small Business Concerns;
 - 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 - 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 - 7. FAR 52.222-26, Equal Opportunity;
 - 8. FAR 52.222-35, Equal Opportunity for Veterans;
 - 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - 10. FAR 52.222-37, Employment Reports on Veterans;
 - 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - 12. FAR 52.222-41, Service Contract Labor Standards;
 - 13. FAR 52.222-50, Combating Trafficking in Persons;
 - 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements;
 - 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements;
 - 16. FAR 52.222-54, Employment Eligibility Verification;
 - 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - 19. FAR 52.224-3, Privacy Training;
 - 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - 21. FAR 52.233-1, Disputes; and
 - 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



- Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- Clean Air Act. Supplier agrees 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).
- 3. Byrd Anti-Lobbying. Supplier certifies 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.
- 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
 - 1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 - Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 - 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 - 4. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 - LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.



ARTICLE 14 - PREMISES WHERE SERVICES ARE PROVIDED

- A. <u>Cleaning Up.</u> Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. <u>Tobacco-free Campus</u>. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 - LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 - COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 - ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. <u>Price Decreases</u>. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. <u>Declared Valuation of Shipments</u>. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. <u>Title</u>. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. <u>Forced, Convict and Indentured Labor</u>. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 - CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 - PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
 - 1. Personally identifiable information,
 - Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - 3. Medical information as defined by California Civil Code § 56.05,
 - 4. Cardholder data,
 - Student records, or
 - 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. <u>Required Disclosures of Institutional Information</u>. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. <u>No Offshoring</u>. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. <u>Conflict in Terms</u>. UC's Appendix Data Security, Appendix BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. <u>Acknowledgement</u>. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:

(https://www.ucop.edu/procurement-services/ files/sustainableprocurementguidelines.pdf).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. <u>Sustainability Marketing Standards</u>. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. <u>Electronic Transfer of Supplier Information</u>. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. <u>Packaging Requirements</u>. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 - 1. Uses bulk packaging;
 - 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - 5. Uses locally recyclable or certified compostable material.
- D. <u>Foodservice Foam Ban.</u> As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. <u>Product Packaging Foam Ban</u>. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. <u>E-Waste Recycling Requirements</u>. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. <u>Hosted and Punch-out Catalog Requirements</u>. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 - PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 - 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 - 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 - 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



- B. If Supplier is not an Applicable Large Employer (as defined above):
 - Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 - Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such subsuppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 - FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC



Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (https://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 - MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 - FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 - ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 - NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 - OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 - NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 - SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

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- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 - GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 - ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 - SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

Appendix Data Security

ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
 - 1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a thirdparty review if approved by the responsible UC Information Security Officer.
 - 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 - 3. Updating its plan to effectively address new cybersecurity risks.
 - 4. Complying with pertinent contractual and regulatory responsibilities.
 - 5. Providing UC with evidence of compliance with Supplier's information security plan.
 - 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 - 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

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¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. "Breach" means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. "Illicit Code" means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. "Institutional Information" means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. "IT Resource" means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

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mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

- E. "Major Change" means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:
 - 1. Technology upgrades or migrations.
 - 2. Responses to Security Incidents.
 - 3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
 - 4. Regulatory guidance.
 - 5. Law and legal regulations.
 - 6. Responses to risk assessments.
 - 7. Addressing vulnerabilities.
 - 8. Material updates or shifts in technologies used by Supplier.
- F. "Security Incident" means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

- A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.
 - 1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
 - 2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.
- B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

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ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES.

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
 - 1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 - 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
 - 1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 - 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 - 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 - 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 - 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 - 6. Clearly document the cybersecurity responsibilities of each party;
 - 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 - 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 - 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 - 10. Prevent unauthorized access to Institutional Information and IT Resources;
 - 11. Prevent unauthorized changes to IT Resources;
 - 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

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- 13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
- 14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
- 15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 - 1. When Major Changes happen.
 - 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

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² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. Reporting of Breach or Security Incident: If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
 - 1. Contacts for both technical and management coordination;

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- 2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
- 3. The nature of the Breach and/or Security Incident;
- 4. The Institutional Information and/or IT Resources affected;
- 5. What Supplier has done or will do to mitigate any deleterious effect; and
- 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. Coordination of Breach Response or Security Incident Activities: Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
 - 1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 - 2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
 - 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 - 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 - 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 - 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 - 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 - 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. Breaches and Security Incidents Corrective And Preventive Action: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

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- 1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
- 2. Identification and description of the root causes; and
- 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs**: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. Grounds for Termination: Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

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³ See Exhibit 1.

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that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

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Exhibit 1 – Institutional Information

| 1. | | ction Level Classification ¹ : otection Level 1 |
|----|--------|---|
| | □Pr | otection Level 2 |
| | □ Pr | otection Level 3 |
| | ✓ Pr | otection Level 4 |
| | The Pr | nation: [Optional, add detail if needed, may be covered in SOW] otection Level determines the applicable cyber security insurance requirement in rms and Conditions. |
| 2. | | utional Information data element descriptors: all data types that apply: |
| | A. | ☐ Animal Research Data. |
| | B. | ☐ Controlled Technical Information (CTI). |
| | C. | ☐ Controlled Unclassified Information (CUI) — 800-171/NARA. |
| | D. | ☐ Defense Department: Covered Defense Information (CDI). |
| | E. | ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI. |
| | F. | ☐ GDPR personal data. |
| | G. | ☐ GDPR special data. |
| | H. | ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.) |
| | I. | ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI). |
| | J. | ☐ Human Subject Research Data. |
| | | 1. ☐ Identified. |
| | | 2. ☐ Anonymized. |
| | K. | ☐ Intellectual property (IP), such as patents, copyright, or trade secrets. |
| | L. | ☐ ITAR/EAR-controlled data. |
| | M. | ☐ Payment card data (PCI, PCI DSS). |
| | N. | ☐ Personally identifiable information — PII. |
| | O. | ☐ Student data, whether or not subject to FERPA. |
| | | |

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¹ For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

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| P. | Other: Services are variable in nature, each engagement will vary depending on the position being acquired. |
|----------------|--|
| Q. | Temporary staffing services being provided include: Administrative/Clerical; Accounting/Finance; Light Industrial; Skilled Labor; Food Service; Lab Support; Media Services. |
| R. | Other: |
| S. | ☐ Other: |
| Incti | itutional Information Regulation or Contract Requirements: |
| | ct all regulations or external obligations that apply to inform UC and the Supplier of |
| | rations related to this Appendix: |
| Priva | acy (* indicates data security requirements are also present) |
| Α. | ☐ California Confidentiality of Medical Information Act (CMIA) *. |
| В. | ☐ California Consumer Privacy Act (CCPA). |
| C. | ☐ California Information Practices Act (IPA). |
| D. | ☐ European Union General Data Protection Regulation (GDPR)*. |
| | ☐ Family Educational Rights and Privacy Act (FERPA) *. |
| =. | ☐ Federal Policy for the Protection of Human Subjects ("Common Rule"). |
| Ĝ. | ☐ Genetic Information Nondiscrimination Act (GINA). |
| 1 . | ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *. |
| | ☐ Health Insurance Portability and Accountability Act/Health Information |
| | Technology for Economic and Clinical Health Act (HIPAA/HITECH) *. |
| | ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 |
| | Part 2). |
| | ☐ The Fair and Accurate Credit Transaction Act (FACTA). |
| | ☐ The Fair Credit Reporting Act (FCRA). |
|) at a | Security |
| M. | ☐ Chemical Facility Anti-Terrorism Standards (CFATS). |
| ٧. | ☐ Defense Federal Acquisition Regulations (DFARS). |
| O. | ☐ Export Administration Regulations (EAR). |
| Ρ. | ☐ Federal Acquisition Regulations (FARS). |
| Q. | ☐ Federal Information Security Modernization Act (FISMA). |
| ₹. | ☐ International Traffic in Arms Regulations (ITAR). |
| S. | ☐ Payment card data (PCI, PCI DSS). |
| ī. | ☐ Toxic Substances Control Act (TSCA). |
| J. | Other: Services are variable in nature, each engagement will vary depending on the position being acquired. |
| / . | Temporary staffing services being provided include: Administrative/Clerical; Accounting/Finance; Light Industrial; Skilled Labor; Food Service; Lab Support; Media Services. |
| W. | □ Other: |
| Χ. | Other: |

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Appendix - Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and , Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an "Incident"). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual's designee, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC's obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

THE DECEMES OF THE

- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

DEIGRIEGG AGGOGYAMO

The Appendix BAA is signed below by the parties' duly authorized representatives.

| THE REGENTS OF THE | BUSINESS ASSOCIATE | |
|---------------------------------|---------------------------------|--|
| UNIVERSITY OF CALIFORNIA | 22nd Century Technologies, Inc. | |
| | (Supplier Name) | |
| Delland Cooper | Luly Sin | |
| (Signature) | (Signature) | |
| WILLIAM M. Cooper | Kulpreet Singh | |
| (Printed Name, Title) AVP ← CPO | (Printed Name, Title) | |
| 8/2/19 | 12/13/2019 | |
| (Date) | (Date) | |

ATTACHMENT 1 - MINIMUM QUALIFICATIONS TO RESPOND TO RFP

For proposals to be considered for evaluation, Suppliers <u>must</u> be able to meet all minimum qualifications as outlined below. Suppliers that do not meet the minimum qualifications should not submit a proposal as it will not be considered.

A. ANNUAL NET REVENUE MUST BE AT OR ABOVE \$500,000.

Supplier to include the most recent financial statement as part of the proposal.

B. <u>GEOGRAPHICAL COVERAGE</u>

Supplier must have the ability to respond to the University of California's needs in the placement of temporary staff at the UC locations.

Suppliers can submit proposals in one of two ways:

- 1. For system-wide ability to service all UC locations or;
- 2. Limit proposal to one (1) region ability to service UC locations in only one (1) region North region, Central Valley region, Central Coast region or South region.

| UC Region | UC Locations |
|----------------|---------------------------------|
| | |
| | |
| North | UC Berkeley |
| North | UC Office of the President |
| North | UC San Francisco |
| North | Lawrence Berkeley National Lab |
| North | Lawrence Livermore National Lab |
| Central Valley | UC Davis |
| Central Valley | UC Merced |
| Central Coast | UC Santa Cruz |
| Central Coast | UC Santa Barbara |
| South | UC Irvine |
| South | UC Riverside |
| South | UCLA |
| South | UC San Diego |

C. OTHER LOCATIONS

Successful awardees will be able to extend the terms of the agreement to California State University (CSU) and California Community College (CCC) locations. Any locations using the terms of the agreement will be contracted under separate agreements with CSU and CCC. California state law now allows this usage.

| CSU Locations |
|----------------------|
| Humboldt |
| Sonoma |
| Maritime |
| San Francisco |
| East Bay |
| San Jose |
| Chico |
| Sacramento |
| Stanislaus |
| Fresno |
| Bakersfield |
| Monterey Bay |
| San Luis Obispo |
| Channel Islands |
| Northridge |
| Los Angeles |
| San Bernardino |
| Pamona |
| Dominguez Hills |
| Long Beach |
| Fullerton |
| San Marcos |
| San Diego |

D. <u>LABOR AREA CLASSIFICATION/JOB CATEGORY COVERAGE</u>

If a supplier provides multiple areas of job category coverage, then supplier must have the ability to respond to the requests for the placement of temporary staff at a minimum of at least three (3) labor area classifications. Preference will be given to those who offer multiple labor area classifications.

If a supplier's sole area of expertise is limited to one (1) of the labor area classifications below (i.e, food service), then a supplier can respond to one (1) labor area classification.

Supplier must be able to provide temporary staffing services for all job positions listed under a labor area classification. For example, if a Supplier offers Admin/Clerical temporary staffing services, pricing for all job positions listed under that labor area classification must be provided to be considered for evaluation.

- 1. Administrative/Clerical Labor Area Classification
- Clerk
- Senior Clerk/Assistant I
- Clerical Assistant
- Assistant II
- Assistant III
- Medical Front Desk
- Administrative Specialist

- Administrative Analyst
- Executive Secretary
- Executive Assistant
- Administrative and Job Placement Assistant
- Administrative and Marketing Assistant
- Administrative Assistant Bilingual Spanish
- Administrative Assistant Finance
- Administrative Officer II
- File Clerk
- Office Administrator
- Office Assistant
- Office Manager
- Receptionist

2. Accounting/Finance Labor Area Classification

- Accountant I
- Accountant II
- Accountant III
- Accountant IV
- Accounts Payable Specialist
- Accounts Payable Clerk
- Accounts Payable Coordinator
- Accounts Receivable Assistant
- Accounts Receivable Specialist
- Accounts Receivable Administrator
- Accounting Assistant I
- Accounting Assistant II
- Accounting Assistant III
- Accounting Clerk
- Accounting Coordinator
- Senior Accountant
- Staff Accountant
- Assistant Accountant
- Assistant Budget Analyst
- Bookkeeper
- Bookkeeper Clerk
- Budget Analyst
- Finance Manager
- Senior Finance Manager
- Financial Analyst
- Senior Financial Analyst
- Financial Analyst Fund Accounting
- Payroll Accountant
- Tax Assistant

3. Light Industrial Labor Area Classification

- Light Industrial/Laborer
- Custodian
- Senior Custodian
- Custodial Supervisor
- Groundskeeper
- Lead Groundskeeper/Gardner
- Painter
- Shipping and Receiving Clerk
- Shipping and Receiving Laborer
- 4. Skilled Labor, Labor Area Classification
- Electrician
- Lead Electrician
- Refrigeration Technician
- Carpenter
- Plumber
- HVAC Technician

5. Food Service Labor Area Classification

- Waitperson/Server
- Cook
- Food Service Worker
- Lead Food Service Worker
- Food Service Supervisor
- Sous Chef
- Captain
- Cashier
- Bartender
- Dishwasher

6. Laboratory Science Support Labor Area Classification

- Laboratory Technician
- Laboratory Manager
- Laboratory Assistant
- Animal Care Technician

7. Media and Content Creation Services Labor Area Classification

- Junior Designer
- Mid-level Designer
- Senior Designer
- Copywriter
- Marketing Coordinator/Advertising Assistant
- Marketing and Communication Assistant
- Marketing/Communications Manager
- Social Media Specialist
- Content Manager

- Event/Field Marketing Specialist
- Trade Show Coordinator
- Sales Administrator Assistant
- Sales Coordinator
- Sales Operations Administrator
- Sales Support
- Project and Communications Specialist
- Donation Marketing Specialist

E. PRICING

Pricing must be submitted and completed with supplier's response to this RFP in the format requested, **UC Temporary Labor Pricing Template.xls.**

Suppliers must provide pricing information for each element for which they are submitting a proposal:

- UC Region
- Labor Area Classification
- Job Descriptions

Pricing elements include:

- Minimum and Maximum Pay Rate
- Minimum and Maximum Bill Rate
- Mark-Up Breakdown

NOTE: DO NOT INCLUDE ANY CONVERSION FEES. UC reserves the right to convert temporary staff to a direct hire at any time during the assignment with no conversion fee.

F. ACCEPT UC TERMS AND CONDITIONS OF PURCHASE (no exceptions allowed)

- a. UC Terms and Conditions of Purchase, dated 9/4/18
 - i. The following articles are not applicable for the requested services under this RFP: Article 7.A, Article 7.B, Article 13, Article 17, Article 26
- b. Appendix Data Security and Privacy, dated 5/24/18
 - i. The following amendment is not applicable for the requested services under this RFP: First Amendment to the Appendix, Safeguard Standard for Payment Card Data and General Data Protection Regulation Data Protection
- c. Appendix HIPAA Business Associate, dated 5/16/17

Supplier signature acknowledges that Supplier meets all minimum qualifications as outlined above.

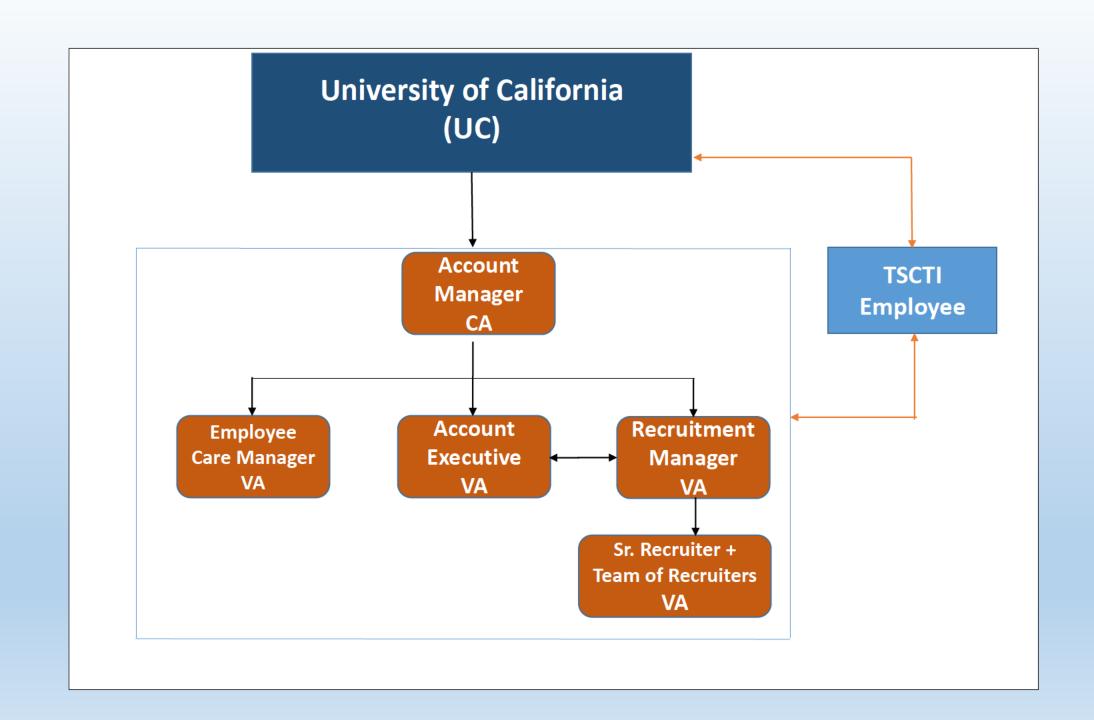
Signed document must be included with your RFP response.

Supplier Name 22nd Century Technologies, Inc.

X Fua Gaddis-McKnight

Mar 13, 2019

Supplier Signature and Date



Jessica Duncan, Alternative Account Manager

Jessica has over 10 years of experience in Account Management, Operations, Customer Relationship Management & Business Development. She has extensive experience in ensuring the timely and successful delivery of our temporary staffing solutions according to customer needs and objectives. She has proven experience in communicating clearly the progress of weekly, monthly and quarterly status updates to internal stakeholders. She is skilled in heading various government accounts to effectively manage day to day operations and liaising with key agencies to gather requirements and understand overall functioning of existing resources. A well versed in managing, motivating and leading teams for running successful business process operations with proven ability of achieving Service Delivery/Targets. She is skilled in identifying and growing opportunities within account, collaborating with recruitment team to ensure growth attainment. She has strong experience in managing on-site consultants and responding to all questions or concerns and proficient in generating client monthly reports and delivering to government Program Management Officer. She possesses excellent skills in building and maintaining strong, long-lasting customer relationships.

Core Competencies

- Full life cycle recruiting experience from requirement gathering to fulfillment.
- Lead Project Manager for multiple staffing implementations with Federal, State, and Local Contracts.
- Extensive experience in reviewing, negotiating, and signing all company Non-Disclosure Agreement's, Teaming Agreements and Subcontracts.
- Proven experience in assisting in the creation and implemented a new company contracts procedure, which allows for better company documentation, providing ease when it is time for PMO reporting.
- Strong experience in scheduling company meetings and schedule meetings between executives and clients and experience in maintaining the company's equipment log.
- Proficient in managing collection, documentation and distribution of all hardware and software equipment and possess strong experience in maintain accounts payable and accounts receivable, invoices, personnel files, and company reports.
- Experience in scheduling initial screening and follow-on interviews as needed.
- Proficient in writing company Staffing Services Agreement and distributed to the team so the company may begin pursuing staffing efforts.

Education

Bachelor of Business Administration, University of Maryland University College, 2012

Experience

22nd Century Technologies, Inc.

Aug 2013 – Present

Project/Alt. Account Manager

Responsibilities:

Handling various TSCTI's government contracts as Prime and Alternative Project Manager. Currently holding Defense Health Agency, Fort Belvoir-VA, City of Chesapeake - VA, and Hampton Road Transit - VA. Responsible for providing support as Backup/Alternative Project Manager.

City of Anaheim, CA

Responsibilities:

- Serve as the lead point of contact for all customer account management matters.
- Ensure the timely and successful delivery.
- Hold weekly and monthly staff meetings.
- Implement effective employee performance management processes.
- Report on service results and SLAs.

The City of Sunnyvale, CA

Responsibilities:

- Act as the single point of contact between TSCTI and City utilities.
- Implement effective employee performance management processes.
- Assisted the SMEs with weekly and monthly reporting.
- Selected, trained, and developed the other key members for monitoring performance to achieve business results.
- Act as a point of escalation for the resolution of City utilities and employee issues.

Hampton Road Transit, VA

Responsibilities:

- Single Point of Contact between the Road Transit and TSCTI.
- Use the latest service management tools and techniques.
- Perform Contract Reviews on annual basis. Improved TSCTI's overall Customer Satisfaction score.
- Set the business strategy and support the management team in development, service delivery, client and employee retention, recruiting, and expense management.
- · Conduct annual contract reviews.
- Schedule monthly meetings with the Road Transit Contract Managers and other stakeholders

FEMA/ DHS/ ICF International

Sep 2012 – Jul 2013

Business Analyst

- Maintain business department priorities (projects, enhancements and issues)
- Responsible for proceeds business needs and turn that into a requirements document (BRD)
- Provided test scripts and scenarios and lead testing efforts
- Maintain and track active IT projects (strategic and tactical)

Wells Fargo, Frederick

Oct 2011 - Sep 2012

Business Analyst

Responsibilities:

- Gathered information from multiple sources and critically evaluating it, reconciling conflicts, disseminating high-level information into details and distinguishing user requests from their true needs
- Drive and challenge the presumptions of business units on how will they successfully execute their plans
- Interpreting business needs of customers and translating them into the application and operational requirement with the help of strong analytical and product management skills
- Establish the technical vision and analyzing tradeoffs between usability and performance needs by teaming up with developers and subject matter experts
- Liaison between technology teams, support teams and business units

Prior Experience

| Company Name | Designation | Duration |
|---------------------------|-------------------------------|---------------------|
| Navy Federal Credit Union | Member Service Representative | Aug 2007 – Dec 2010 |
| Brainard Consulting LLC | Administrative Support | Mar 2006 – Aug 2007 |

Scp 2012 - 0th 2010

Sandeep Singh, Account Manager

Summary

Sandeep is an innovative and resourceful Account manager with over 10 years of strong Account and Contract Management experience. He has extensive experience in developing relationships with all levels of management, clients and user groups. He has successfully led various contracts. He possesses excellent working experience with complete Recruitment Lifecycle starting from quality hiring process includes coordinating interviews with client, selection till the successful accomplishment of project milestone. He holds strong experience of handling practically all aspects of temporary staffing services related business with expertise in handling contracts for State and Local Agencies as well as for commercial sector clients. He has adequately established productive, professional relationships with key personnel in assigned customer accounts. He possesses expertise in direct liaison with clients to ensure the fulfillment of contract requirements.

Core Competencies

- Execute complete programs, with content from subject-matter experts that include collateral, field
 engagement tools, detailed competitive analysis, press and PR engagement, sales training, lead
 generation, success stories, and event marketing.
- Doing web-based research, cold calling for identifying prospects and subsequent follow-ups.
- Understand the requirements of the qualified accounts/opportunities/clients, Firm up a unique value
 proposition addressing the opportunity, present the same to the decision makers in the account,
 negotiate and firm up the contract. Doing marketing research on prospects.
- Keeping track of past and present prospects using relevant CRM techniques and marketing material.
- Creation of scripts. Putting together white papers and case studies on services provided by company
- Expert in talent change performance management organizational design and development compensation policy development training development employee/ labor relations & union avoidance.
- Vast experience in initiating, planning, executing, monitoring and controlling, closing, maintaining and supporting staffing contracts/ projects.
- Well-developed leadership planning and execution skills with the ability to motivate and lead others in the pursuit of corporate goals and objectives.
- Good understanding of state, federal government contracts setting contracts, negotiating, maintaining and success completion of various staffing contract. Excellent presentation and intangible selling skills.
- Substantial experience in designing, implementing and managing full-scale sales and marketing plan geared to state/local government clients.

Education/ Certification

- Master's Degree in Business and Management
- Bachelor in Computer Science and Engineering

Experience

| Client | TSCTI |
|----------|-----------------|
| Position | Account Manager |
| Duration | 2008 – Present |

Responsibilities:

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

State of California

Responsibilities:

- Delivering the expertise necessary to provide effective focused services for various Non-IT projects,
- Act as the central point of communication within the Account Management team.
- Improve services so that TSCTI meet Client's expectations.
- Implement effective performance management processes.
- First line incident management.
- Review the company's current service activities and processes.
- Report on service results and SLAs.

County of Santa Barbara, CA

Responsibilities:

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

The City of Sunnyvale, CA

Responsibilities:

- Act as liaison between management and the field service and sales team and oversee the deployment of corporate initiatives.
- With a strong focus on continuous improvement and client satisfaction, act as a point of escalation for the resolution of client and employee issues.
- Organize appropriate training for staff members.
- Hold weekly and monthly staff meetings.
- Use the latest service management tools, techniques, and trends.
- Perform Contract Reviews on annual basis. Improved TSCTI's overall customer satisfaction score.

City of Anaheim, CA

Responsibilities:

- Act as the single point of contact between TSCTI and College.
- Implement effective employee performance management processes.
- Assisted the SMEs with weekly and monthly reporting.
- Selected, trained, and developed the other key members for monitoring performance to achieve business results.
- Act as a point of escalation for the resolution of College and employee issues.

Prior Experience

HCL, Account Executive, Dec 1997 - Mar 2008

University of California

CUSTOMER REFERENCES

INSTRUCTIONS:

Contact Name

Contact Phone Number
Contact Email Address

Number of years as a Customer

Supplier shall provide a minimum of four (4) references that are currently using or have previously used services of the type proposed in this RFP. The references should include at least two (2) prior customers who no longer obtain services with your organization, and at least two (2) current customers.

Ideal references customers (and prior customers) would be state governments, universities, municipalities or other public agencies to who services have been provided similar to those being requested in this RFP.

UC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

| Santa Clara Water District, CA |
|--|
| Laurel Hanchett |
| 408-630-2882 |
| Ihanchett@valleywater.org |
| 06/01/17 - Ongoing |
| |
| |
| Community College of Aurora, CO |
| Debbie Irvine |
| 303-360-4823 |
| <u>Debbie.Irvine@CCAurora.edu</u> |
| May 12 - Ongoing |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| Phoenix Union High School District (PUHSD) |
| Mary Kober |
| 602-764-1435 |
| kober@phoenixunion.org |
| 2 Years |
| |
| |
| City of Anaheim, CA |
| Belen Ramirez |
| 714-765-5159 |
| <u>bramirez@anaheim.net</u> |
| 4 Years |
| |
| |
| |
| |

D-U-N-S Number:

028619588

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.

Business Information Report

User Id: ks@tscti.com Report Printed: Friday March 08, 2019 03:28 PM

Business Summary

Company Name: 22ND CENTURY TECHNOLOGIES INC.

Physical Address: 220 Davidson Ave Ste 118

Physical City: Somerset
Physical State: NJ
Physical Zip: 08873

Website: www.22ndcenturytech.com

Telephone: 732 537-9191

Chief executive: SATVINDER SINGH, PRES

Year started: 1997
Legal structure of the business: Corporation
Employs: 800 (12 here)
History: CLEAR
Financing: SECURED
SIC: 7371

Line of business: Custom computer programing

History

The following information was reported 11/19/18:
Officer(s): SATVINDER SINGH, PRES

The New Jersey Secretary of State's business registrations file showed that 22nd Century Technologies Inc. was registered as a Corporation on March 24, 1997 under the file registration number 0100700406.

Business started 1997. 100% of capital stock is owned by Satvinder Singh.

SATVINDER SINGH. 1997-present active here.

On August 19, 2009 management attributed trade slowness, in part, to the subject company being confused by the reporting vendor(s) with a separate business entity with a similar name.

Business address has changed from 1 Executive Dr Ste 285, Somerset, NJ, 08873 to 220 Davidson Ave # 1, Somerset, NJ, 08873.

Operations

2018-11-19

Description: Provides computer programming services, specializing in software systems analysis or design (100%).

Has 40 account(s). Terms are Net 15 days and Cash. Sells to commercial concerns. Territory: United States.

Nonseasonal.

Employees: 800 which includes officer(s). 12 employed here.

Facilities: Rents 1,082 sq. ft. in on 2nd floor of a multi story brick building.

Branches: This business has multiple branches; detailed branch information is available in the D & B linkage or family tree products.

SIC & NAICS

SIC: NAICS:

73710101 Computer software systems analysis and design, custom 541511 Custom Computer Programming Services

PAYMENT SUMMARY

The Payment Summary section reflects payment information in Dun & Bradstreet's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

| Total Rcv'd | Total Dollar | Largest High | Within | | | | Days Slow |
|-------------|--------------|---|---|--|---|---|--|
| (#) | Amts (\$) | Credit (\$) | Terms (%) | <31(% | 31-60 | (%) 61-90(9 | 6) 90>(%) |
| | | | | | | | |
| 4 | 635,000 | 400,000 | 100 | - | - | - | - |
| 3 | 2,000 | 1,000 | 100 | - | - | - | - |
| 2 | 75,000 | 50,000 | 67 | - | - | 33 | - |
| 1 | 35,000 | 35,000 | 100 | - | - | - | _ |
| 1 | 25,000 | 25,000 | 100 | - | - | - | - |
| 1 | 20,000 | 20,000 | 100 | - | - | - | - |
| | | (#) Amts (\$) 4 635,000 3 2,000 2 75,000 1 35,000 1 25,000 | (#) Amts (\$) Credit (\$) 4 635,000 400,000 3 2,000 1,000 2 75,000 50,000 1 35,000 35,000 1 25,000 25,000 | (#) Amts (\$) Credit (\$) Terms (%) 4 635,000 400,000 100 3 2,000 1,000 100 2 75,000 50,000 67 1 35,000 35,000 100 1 25,000 25,000 100 | (#) Amts (\$) Credit (\$) Terms (%) <31(%) 4 635,000 400,000 100 - 3 2,000 1,000 100 - 2 75,000 50,000 67 - 1 35,000 35,000 100 - 1 25,000 25,000 100 - | (#) Amts (\$) Credit (\$) Terms (%) <31(%) 31-60 4 635,000 400,000 100 - - 3 2,000 1,000 100 - - 2 75,000 50,000 67 - - 1 35,000 35,000 100 - - 1 25,000 25,000 100 - - | (#) Amts (\$) Credit (\$) Terms (%) <31(%) 31-60(%) 61-90(%) 4 635,000 400,000 100 - |

| | | | • | | | | | |
|----------------------------------|--------------------|----------------------|--------------------------|------------------|------------|-----------|-----------|---|
| This Dun & Bradstre | et renort is provi | ded for your company | 's internal review. It m | av not he used f | or any oth | er nurnos | or share | H |
| Tills buil a blaastic | t report is provi | dea for your company | 5 meeman review. Ie m | ay not be used i | or any our | ст ратроз | or snare. | |
| Data processing svcs | 1 | 15,000 | 15,000 | 50 | 50 | - | - | - |
| Reg misc coml sector | 1 | 250 | 250 | 100 | - | - | - | - |
| Ret mail-order house | 1 | 100 | 100 | 100 | - | - | - | - |
| Other payment categories: | | | | | | | | |
| Cash experiences | 35 | 4,150 | 500 | | | | | |
| Payment record unknown | 1 | 50 | 50 | | | | | |
| Unfavorable comments | 0 | 0 | 0 | | | | | |
| Placed for collections: | | | | | | | | |
| With Dun & Bradstreet | 0 | 0 | | | | | | |
| Other | 0 | N/A | | | | | | |
| Total in Dun & Bradstreet's file | 51 | 811,550 | 400,000 | | | | | |

The highest Now Owes on file is \$400,000

The highest Past Due on file is \$30,000

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

PAYMENT DETAILS

Detailed Payment History

| Date Reported (mm/yy) | Paying Record | High Credit (\$) | Now Owes (\$) | Past Due (\$) | Selling Terms | Last Sale Within (months) |
|-----------------------|--------------------------|------------------|---------------|---------------|---------------|---------------------------|
| 01/19 | Ppt | 35,000 | 15,000 | 0 | | 1 mo |
| | Ppt | 25,000 | 25,000 | 0 | | 1 mo |
| | Ppt | 25,000 | 0 | 0 | | 6-12 mos |
| | Ppt | 1,000 | 0 | 0 | | 1 mo |
| | Ppt | 750 | 500 | 0 | | 1 mo |
| | Ppt | 250 | 0 | 0 | | 1 mo |
| | Ppt-Slow 90 | 50,000 | 50,000 | 30,000 | | 1 mo |
| | (008) | 500 | 0 | 0 | Cash account | 6-12 mos |
| | (009) | 500 | 0 | 0 | Cash account | 6-12 mos |
| | (010) | 250 | 0 | 0 | Cash account | 6-12 mos |
| | (011) | 250 | 0 | 0 | Cash account | 2-3 mos |
| | (012) | 250 | 0 | 0 | Cash account | 2-3 mos |
| | (013) | 0 | 0 | 0 | Cash account | 1 mo |
| 12/18 | Ppt | 100 | 0 | 0 | N30 | 6-12 mos |
| | (015) | 250 | | | Cash account | 1 mo |
| | (016) | 50 | | | Cash account | 1 mo |
| | (017) | 50 | | | Cash account | 1 mo |
| 11/18 | Ppt-Slow 30 | 15,000 | 1,000 | 1,000 | | 1 mo |
| | (019) | 100 | | | Cash account | 1 mo |
| | (020) | 50 | | | Cash account | 4-5 mos |
| | (021) | 50 | | | Cash account | 4-5 mos |
| 10/18 | (022) | 250 | | | Cash account | 6-12 mos |
| | (023) | 100 | | | Cash account | 6-12 mos |
| | (024) | 50 | | | Cash account | 1 mo |
| | (025) | 50 | | | Cash account | 1 mo |
| | (026) | 50 | | | | 1 mo |
| 09/18 | (027) | 100 | | | Cash account | 6-12 mos |
| | (028) Cash own option | 50 | | | Cash account | 6-12 mos |
| 08/18 | (029) Satisfactory | 250 | | | | 1 mo |
| 07/18 | (030) | 100 | | | Cash account | 1 mo |
| | (031) | 50 | | | Cash account | 6-12 mos |
| 06/18 | (032) | 50 | | | Cash account | 1 mo |
| | (033) | 50 | | | Cash account | 4–5 mos |
| | (034) | 50 | | | Cash account | 1 mo |
| 05/18 | (035) | 50 | | | Cash account | 4-5 mos |
| | (036) | 50 | | | Cash account | 4–5 mos |

| This Dun & | Bradstreet report is pro | ovided for your compar | y's internal review. | It may not be used | for any other p | urpose or shared. |
|------------|--------------------------|------------------------|----------------------|--------------------|-----------------|-------------------|
| 04/18 | (037) | 100 | | | Cash account | 1 mo |
| | (038) | 100 | | | Cash account | 1 mo |
| | (039) | 50 | | | Cash account | 1 mo |
| | (040) | 50 | | | Cash account | 1 mo |
| 03/18 | Ppt | 400,000 | 400,000 | 0 | | 1 mo |
| | Ppt | 100,000 | 45,000 | 0 | | 1 mo |
| | (043) | 250 | | | Cash account | 1 mo |
| 11/17 | Ppt | 100,000 | 0 | 0 | | 6-12 mos |
| | Ppt | 35,000 | 0 | 0 | | 6-12 mos |
| 10/17 | (046) | 50 | | | Cash account | 1 mo |
| | (047) | 50 | | | Cash account | 1 mo |
| 07/17 | Ppt | 20,000 | 0 | 0 | | 6-12 mos |
| | (049) | 50 | | | Cash account | 1 mo |
| | (050) | 50 | | | Cash account | 1 mo |
| 03/17 | (051) | 100 | | | Cash account | 1 mo |

Payments Detail Key: 30 or more days beyond terms

FINANCE

2018-11-19

As of November 19, 2018, several attempts to contact the management of this business have been unsuccessful. Outside sources confirmed name and location of the captioned business.

PUBLIC FILINGS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lienholder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lienholder against a debtor may be indicative of such an occurrence.

 Amount:
 \$309

 Status:
 Open

 DOCKET NO.:
 15JG032755

 Type:
 State Tax

 Filed by:
 STATE OF OHIO

Against: 22ND CENTURY TECHNOLOGIES INC.

Where filed: FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

 Date status attained:
 09/10/2015

 Date filed:
 09/10/2015

 Latest Info Received:
 07/24/2018

UCC Filings

Collateral: All Negotiable instruments – All Account(s) – All Computer equipment – All General intangibles(s) – and

OTHERS

Type: Original

Sec. party: WELLS FARGO BANK, N.A., WINSTON SALEM, NC

Debtor: 22ND CENTURY TECHNOLOGIES, INC.

Filing number: 50914814

Filed with: SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

 Date filed:
 08/06/2014

 Latest Info Received:
 08/26/2014

Original UCC filed date: Original filing no.:

Collateral: Inventory including proceeds and products – Account(s) including proceeds and products – Assets including

proceeds and products – Computer equipment including proceeds and products – and OTHERS $\,$

Type: Original

Sec. party: BANK OF AMERICA, N.A., SAINT LOUIS, MO

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Debtor: 22ND CENTURY TECHNOLOGIES, INC.

Filing number: 50626612

Filed with: SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

 Date filed:
 09/26/2013

 Latest Info Received:
 10/18/2013

Original UCC filed date: Original filing no.:

Collateral:

Type: Continuation

Sec. party:BANK OF AMERICA, N.A., SAINT LOUIS, MODebtor:22ND CENTURY TECHNOLOGIES, INC.

Filing number: 50626612

Filed with: SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

 Date filed:
 04/03/2018

 Latest Info Received:
 05/07/2018

 Original UCC filed date:
 09/26/2013

 Original filing no.:
 50626612

Collateral: Equipment and proceeds

Type: Original

Sec. party:LCA BANK CORPORATION, PARK CITY, UTDebtor:22ND CENTURY TECHNOLOGIES, INC.

Filing number: 25960501

Filed with: SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

 Date filed:
 03/14/2011

 Latest Info Received:
 06/15/2011

Original UCC filed date: Original filing no.:

There are additional UCC's in Dun & Bradstreet's file on this company available by contacting 1-866-705-5711.

There are additional suits, liens, or judgments in Dun & Bradstreet's file on this company available by contacting.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

Government Activity

Activity summary

Borrower (Dir/Guar):

Administrative debt:

Contractor:

YES

Grantee:

NO

Party excluded from federal program(s):

NO

 $Possible\ candidate\ for\ socio-economic\ program\ consideration$

 Labor surplus area:
 N/A

 Small Business:
 N/A

 8(A) firm:
 YES (2018)

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

| Customer | or | agency | Evaluator's name: |
|-------------|------|--------|--|
| name: | | | Evaluator's title: |
| | | | Evaluator's phone number: |
| | | | Evaluator's email address: |
| | | | Number of years or months evaluator has monitored contractor's |
| | | | performance: |
| Evaluator's | Sign | ature | |

| Evaluation Defin | uitions | | | | |
|-------------------------|---|--|--|--|--|
| Exceptional | Performance EXCEEDS MOST contractual requirements. The performance of areas | | | | |
| | being assessed was accomplished with few minor issues or concerns. | | | | |
| Very good | Performance EXCEEDS SOME contractual requirements. The performance of | | | | |
| | areas being assessed was accomplished with few minor issues or concerns, for which | | | | |
| | the Contractor's corrective actions were highly effective. | | | | |
| Satisfactory | Performance <u>MEETS</u> contractual requirements. The performance of the areas being | | | | |
| | assessed contains minor issues or concerns, for which corrective actions taken by t | | | | |
| | Contractor were effective. | | | | |
| Marginal | Performance MEETS SOME contractual requirements. The performance of the | | | | |
| | areas being assessed includes significant problems, issues, or concerns for which | | | | |
| | corrective actions taken by the Contractor were only somewhat effective. | | | | |
| Unsatisfactory | Performance DOES NOT MEET contractual requirement. The performance of the | | | | |
| | areas being assessed includes serious problems, issues, or concerns for which the | | | | |
| | Contractor's corrective actions were ineffective. | | | | |

| Ratings | Exceptional | Very | Satisfactory | Marginal | Unsatisfactory |
|-------------------------------------|-------------|------|--------------|----------|----------------|
| Please mark (X) in ratings | | Good | | | |
| What is your assessment of the | | | | | |
| Contractor's ability to meet your | | | | | |
| requirements? | | | | | |
| Rate how contractor completed | | | | | |
| tasks/ milestones/ deliverable | | | | | |
| within the contract requirements. | | | | | |
| What is your overall rating of | | | | | |
| Contractor's performance | | | | | |
| (requirements, schedule, and | | | | | |
| price) on contract being assessed? | | | | | |
| Rate the ability of 22nd Century to | | | | | |
| recruit and maintain workforce | | | | | |
| that understand the nature of work | | | | | |
| and the required disciplines to | | | | | |
| accomplish the work. | | | | | |

| Additional Comments: | | | |
|----------------------|--|--|--|
| Auditonai Commenis. | | | |

Name & Signature of Agency Representative Title

Date

Please find the requested samples of literature, advertisements, or training materials below.

Sample #1



Sample #2



Sample #3

COUNTY OF VENTURA JOBS

County of Ventura has awarded it 5 year contract to 22nd Century Technologies, Inc. for its Temperary 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

At qualified considerors will receive consideration for employment without regard to deablify, protected veteran status, race, color, religious creed, national erigin, citizenship, marital status, sex, sexual orientation/gender identity, ago (40 or over), or genetic information, 22nd Century's commitment to diversity and inclusive, sexection practices includes ensuring qualified long-term unemployed job sesters 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/Maintonance
- . Health Care (Non-certified/scensed)
- . Health Care (licensed)
- . Health Care (Comp Code 9043)
- Engineering
- Information Technology
- Others

Contact List

| Name | Title | Company | Department | Work Phone Email Address | Location | Entered On | Entered By | Owned By | Last Note |
|---------------------------|--|--------------|---|--|--------------------|------------|----------------|--|-------------------|
| Aaron Millstone | Managing Direct | or Accenture | H&PS | ATTARABARA W. C. | Cleveland, OH | 04/26/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/26/18 6:15 PM |
| Abdu Chadili | Senior Software Engineer | Accenture | Enterprise Java Technology | 3773899000 abou chadili@ accenture.com | St Petersberg, FL | 08/10/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 10/23/18 7:44 PM |
| Abdul Rasheed Mohammed | SAP FI/CO Manager | Accenture | SAP | 3778899009 rwassy@gmail.com | Cincinati, OH | 03/26/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/28/18 8:29 PM |
| Abhay Bhatnagar | Associate Directo | or Accenture | H&PS | 7778599009 sbhay.bhatnagar@yahoo.com | Hartford, CT | 03/22/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 8/22/18 2:51 PM |
| Abhijit Dey | Senior Manager | Accenture | AT&T | 3778399009 abhijil.dey@accenture.com | Dallas, TX | 04/11/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 7/2/18 3:15 PM |
| Abhishek Bothra | Account Executiv | e Accenture | Financial Services - Bank of America | 3778899000 abhishek.bothra@accenture.co 1 | Rahway, NJ | 04/08/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 8/22/18 5:20 PM |
| Abizer Rangwala | Managing Director - Technology Strategy Lead | or Accenture | IT Strategy | 3778899009 abizerarangwaia@gmail.com | Boston, MA | 04/19/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/30/18 2:36 PM |
| Adam Burkett | Tier 1 Service Desk | Accenture | Service Desk | 3778899000 adam.burkett@accenture.com | Universal City, TX | 04/11/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 8/22/18 6:11 PM |
| Adrian Leaf | Managing Direct | or Accenture | Life Sciences | 3778390009 Agrian leaf@accenture.com | Philadelphia, PA | 03/23/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/19/18 5:22 PM |
| Aimie Smith Chapp | le Managing Directi - UK Health & Client Innovation | | H&PS | 3778899009 zimie s.chappie@accenture.com | Oxfordshire, | 04/17/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 7/25/18 10:21 AM |
| Ajaiya Kumar Pand | leyAdvanced Applications Engineering Associate Manager | Accenture | State Farm Insurance | PTECCES ajalya.kumanpandey@norentin co | mBloomington, IL | 12/14/2018 | Eric Stanchich | Amit Bhatt, Eric Stanchich | 12/14/18 4:00 PM |
| Ajay Mody | Senior Mangger | Accenture | H&PS | 3778899009 ajay p.mody@accenture.com | Austin, TX | 03/21/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/26/18 6:28 PM |
| Ajeet Kumar Ravi | Senior Manager | Accenture | Financial Services - UBS | 3778899009 ajeet kumar ravi@accenture oo 1 | Weehawkin, NJ | 03/27/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/30/18 3:00 PM |
| Akash Patel | Managing Direct | or Accenture | Life Sciences | 9732209390 akash.s.patel@accenture.com | Philadelphia, PA | 03/26/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/28/18 3:33 PM |
| Alaina Mohanco | Senior Contract Analyst | Accenture | Federal Services | 5715513964 alaina Lmohanco@accenture o m | Washington, DC | 04/26/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/28/18 8:29 PM |
| Aleem Rana | Manager | Accenture | State Farm Insurance | 3778999009 alsem.rana@accenture.com | Orange County, CA | 03/26/2018 | Eric Stanchich | Amit Bhatt, Steve Watson, Eric Stanchich | 11/30/18 11:28 AM |



Reference Questionnaire

| | | and the second s | |
|--|---|--|--|
| Solicitation | on: | | |
| Reference | Questionnaire for: | | |
| 22nd | Century Technologies, Inc. | | |
| (Name | of Company Requesting Reference Information) | | |
| Sand | deep Singh | | |
| (Name | of Individuals Requesting Reference Information |) | |
| Name: W | esley Clark | Company: Health Care Agency, Ventur | a, CA |
| (Evaluato | r completing reference questionnaire) | (Evaluator's Company completing re- | |
| Email: | FAX: | Telepho | one: |
| of firms to previously p 10 represen (and would it blank and | anty has implemented a process that collects refered perform this project. The Name of the Company performed work. Please complete the survey. Please ting that you were very satisifed (and would hire never hire the firm/indivdiual again). If you do not the item or form will be scored "0." | y listed in the Subject above has listed you as a ase rate each criteria to the best of your knowledge the firm/individual again) and 1 representing that | client for which they had e on a scale of 1 to 10, we you were very unsatisf |
| Project Do | escription: TEMPORARY STAFFING SERVICES | Completion Date: August 31, 2022 | |
| Project Bu | adget:More than \$100,000 | Project Number of Days:1825 days | |
| Item | Ci | iteria | Score |
| 1 | Ability to manage the project costs (minimize of | hange orders to scope). | 10 |
| 2 | A hilitrata maintain puniant ashadula (annulata s | on time or early) | 101 |

| Item | Citeria | Score |
|------|---|-------|
| 1 | Ability to manage the project costs (minimize change orders to scope). | 10 |
| 2 | Ability to maintain project schedule (complete on-time or early). | 10 |
| 3 | Quality of work. | 9 |
| 4 | Quality of consultative advice provided on the project. | 9 |
| 5 | Professionalism and ability to manage personnel. | 10 |
| 6 | Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.) | 10 |
| 7 | Ability to verbally communicate and document information clearly and succinctly. | 10 |
| 8 | Abiltity to manage risks and unexpected project circumstances. | 10 |
| 9 | Ability to follow contract documents, policies, procedures, rules, regulations, etc. | 10 |
| 10 | Overall comfort level with hiring the company in the future (customer satisfaction). | 10 |
| | TOTAL SCORE OF ALL ITEMS | 10 |

Signature: Wesley E. Clark

Temporary Employees Pool for each UC location

North

| Administrative/Clerical | 269 |
|-------------------------------------|-----|
| Accounting/Finance | 250 |
| Light Industrial | 192 |
| Skilled Labor | 236 |
| Food Service | 161 |
| Laboratory Science Support | 120 |
| Media and Content Creation Services | 112 |

Central Valley

| Administrative/Clerical | 330 |
|-------------------------------------|-----|
| Accounting/Finance | 250 |
| Light Industrial | 154 |
| Skilled Labor | 272 |
| Food Service | 174 |
| Laboratory Science Support | 158 |
| Media and Content Creation Services | 142 |

Central Cost

| Administrative/Clerical | 411 |
|-------------------------------------|-----|
| Accounting/Finance | 480 |
| Light Industrial | 236 |
| Skilled Labor | 167 |
| Food Service | 151 |
| Laboratory Science Support | 194 |
| Media and Content Creation Services | 195 |

South

| Administrative/Clerical | 460 |
|-------------------------------------|-----|
| Accounting/Finance | 440 |
| Light Industrial | 170 |
| Skilled Labor | 204 |
| Food Service | 181 |
| Laboratory Science Support | 149 |
| Media and Content Creation Services | 140 |

22ND CENTURY TECHNOLOGIES, INC CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016 REVISED JUNE 29, 2018

SUBMITTED BY:

RAVI VENKATARAMAN, CPA LLC

22ND CENTURY TECHNOLOGIES, INC

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| CONSOLIDATED STATEMENT OF CASH FLOWS | 4 |
| NOTES TO THE FINANCIAL STATEMENTS. | 5-10 |

RAVI VENKATARAMAN, CPA LLC

CERTIFIED PUBLIC ACCOUNTANT 14 COURTSIDE LANE PRINCETON, NJ 08540

TEL: (609) 452 7770

FAX: (732) 823 1405

Board of Directors 22nd Century Technologies, Inc. 220 Davidson Ave, Suite 118 Somerset, NJ 08873

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements:

We have audited the accompanying balance sheet of 22nd Century Technologies, Inc. as of September 30, 2017 and 2016 and the related statements of income and retained earnings and statement of cash flows for the years then ended.

Management's Responsibility for the Financial Statements:

These financial statements are the responsibility of the Company's management.

Auditor's Responsibility:

We have conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating overall financial statement presentation. We believe that our audit of the financial statements provide a reasonable basis for our opinion.

Opinion:

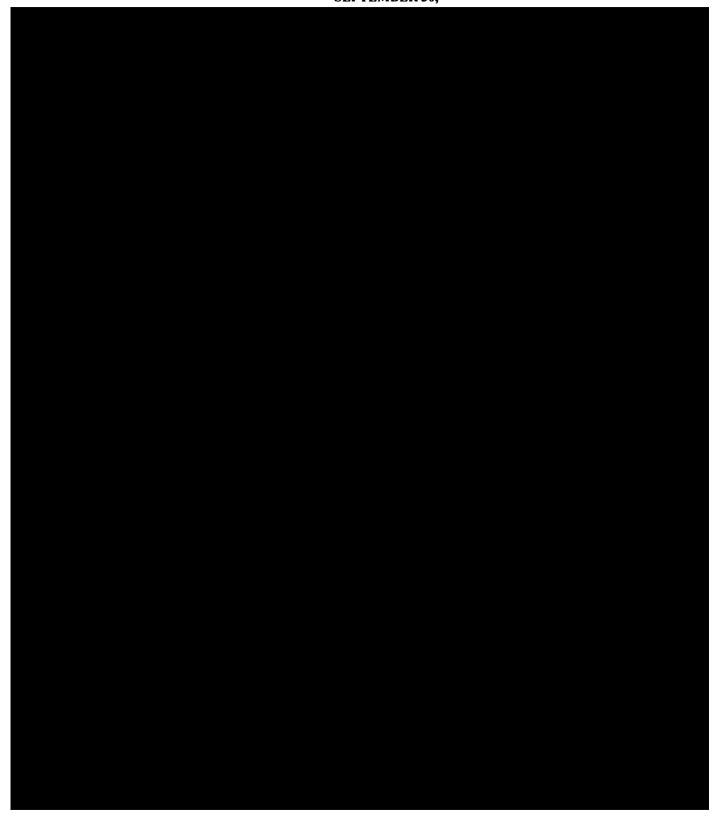
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 22nd Century Technologies, Inc. as of September 30, 2017 and 2016 and the results of its operations for the for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Ravi Venkataraman, CPA

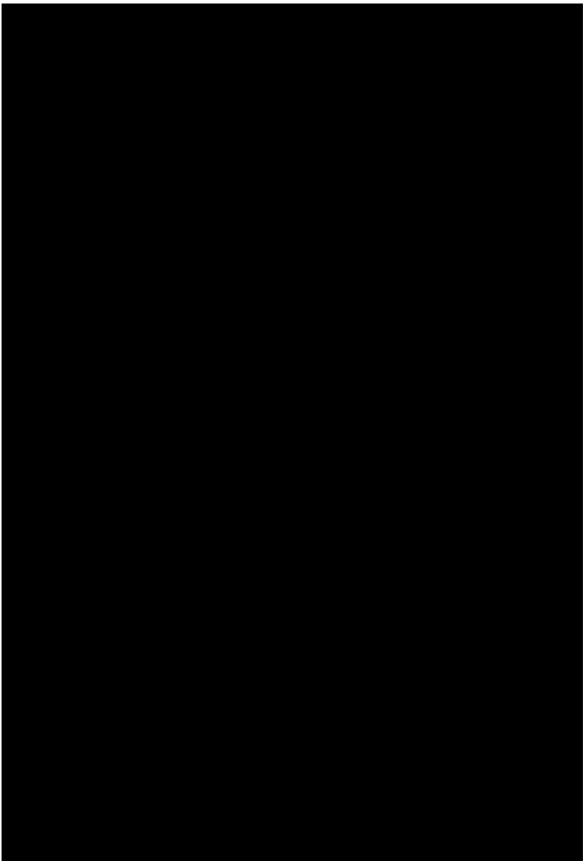
Princeton, NJ 08540

June 29, 2018

22ND CENTURY TECHNOLOGIES, INC BALANCE SHEET SEPTEMBER 30,



22ND CENTURY TECHNOLOGIES, INC STATEMENT OF INCOME AND RETAINED EARNINGS FOR THE YEAR ENDED SEPTEMBER 30,



See Notes To Financial Statements

22ND CENTURY TECHNOLOGIES, INC. CASH FLOW STATEMENT FOR THE YEAR ENDED SEPTEMBER 30.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for IT Consulting and Staff Augmentation Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that

any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

22nd Century acknowledged and agreed with the statements.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier 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

The OMNIA Partners 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

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
 - B. Training sessions for Public Agency teams

- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

22nd Century acknowledged and agreed with the statements.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately ANNUAL VOLUME annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

22nd Century acknowledged and agreed with the statements.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is

exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

22nd Century acknowledged and agreed with the statements.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. 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;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

22nd Century acknowledged and agreed with the statements.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will

identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

22nd Century read, understood and agreed with the section 2.1.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

22nd Century acknowledged and agreed with the statement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

22nd Century commits and acknowledged and agreed with the statement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of the Supplier.

22nd Century Technologies Inc. (www.tscti.com) incorporated in 1997 in the Somerset, New Jersey 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-two (22) 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 OMNIA'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 4000 resources on its payroll in different areas and keeps a strong database of 3.5 million pre-screened resumes, which make us fully capable to fulfill the requirement of the OMNIA as and when required.

Legal Name: 22nd Century Technologies, Inc. Type of Ownership: S - Corporation
Month and Year Established: Mar 1997
Fed ID: 223502121

DUNS Number: 028619588 Size of the Company: 4000+ Website: www.tscti.com

Awards

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

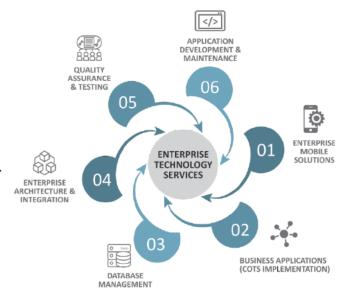
Strengths

- 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

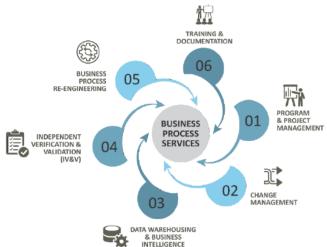
Our IT Services

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.



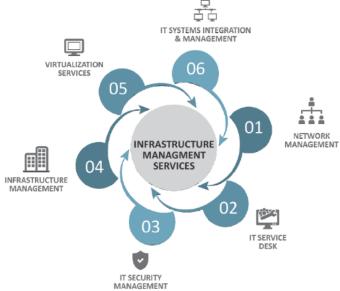
Business Process Services



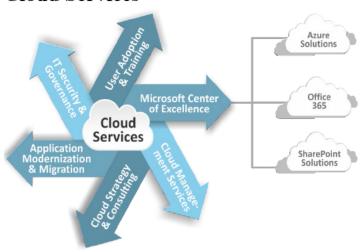
Infrastructure Management Services

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.

Today technology is advancing 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.



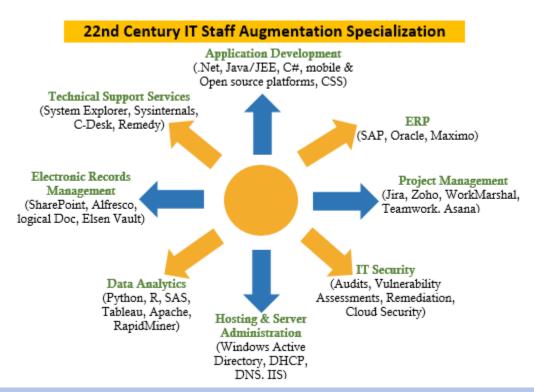
Cloud Services



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 adoption facilitate the to 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.

IT Staff Augmentation

22nd Century is a pioneer in the IT Staff Augmentation industry. Since 1997, we have helped public, Fortune 500 and mid-size clients achieve their business goals by providing high quality IT talent globally. We are all about finding the right people, with the right skills, for the right job. We bridge the IT talent demand-supply gap through an innovative, best-in-class recruiting engine, backed by a dedicated client-centric service focus. The result? Over 93% of our clients rank us in their top 03 suppliers by performance. We offer staff augmentation, team services (T&M and SOW) and direct hire models and can help you quickly ramp up your team to meet your organizational and business objectives.



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.

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

| Birdsville Independent School District, TX | Lewisville Independent School District, TX |
|--|---|
| Fort Bend Independent School District, TX | Frisco Independent School District, TX |
| San Jacinto Community College District, TX | Houston Independent School District, TX |
| Harris County Department of Education, TX | Jefferson County Public Schools, CO |
| Sierra Joint Community College District, CA | Montgomery College, MD |
| Defense Language Institute Foreign Language Center, CA | Pennsylvania's State System of Higher Education, PA |
| Baltimore County Public Schools, MD | Pima Community College, AZ |
| Los Angeles County Office of Education, CA | Roosevelt School District, AZ |
| Central Washington University, WA | Fox Valley Technical College, WI |
| Chicago Public Schools, IL | Seattle Public Schools, WA |
| City Colleges of Chicago, IL | Adams 12 Five Star Schools, CO |
| Aurora Community College, CO | University of Maryland University College, MD |
| Detroit Public Schools Community District, MI | National Institutes of Health, MD |
| Douglas County School District, CO | Tucson Unified School District, AZ |
| Fairfax County Public Schools, VA | University of Central Florida, FL |
| University of Massachusetts Medical School, MA | University of Central Florida, FL |
| University of Massachusetts, MA | University of Las Vegas, NV |
| The University of Oklahoma, OK | University of Arizona, University Information Technology Svcs |
| UW Medicine, WA | National Institute of Environmental Health Sciences, NC |
| Sierra Joint Community College District, CA | Central Washington University, WA |
| | |

| | 22nd Century's Staffing experience within the State of California | | | |
|---|---|---|---|--|
| • | State of California | • | Alameda-Contra Costa Transit District | |
| • | County of Ventura | • | City of Sunnyvale | |
| • | County of Orange | • | The Metropolitan Water District of Southern California | |
| • | Alameda County | • | Superior Court of Los Angeles | |
| • | Sacramento County Municipal Utility District | • | Superior Court of CA | |
| • | County of San Bernardino | • | Sierra Community College | |
| • | County of Santa Clara | • | San Diego Association of Governments (SANDAG) | |
| • | Placer County | • | Judicial Council of California | |
| • | Los Angeles County Metropolitan Authority | • | California Department of Transportation (CA) | |
| • | Santa Clara Valley Water District (CA) | • | Southern California Association of Governments | |
| • | California Public Employees Retirement System | • | California Department of Corrections and Rehabilitation | |
| • | California State Teachers' Retirement System | • | City of Anaheim | |

| | 22nd Century's list of government clientele. | | | |
|-------|--|--|--|--|
| State | Agency and Contract Name | | | |
| AL | Montgomery Housing Authority Temporary Staffing Services | | | |
| AZ | City of Flagstaff Temporary Personnel Services | | | |
| AZ | Maricopa County Project Based Technology Consultants | | | |
| AZ | Phoenix Union High School District, Temporary Staffing | | | |
| AZ | Roosevelt School District Technology, Computer and Network Services | | | |
| AZ | Arizona Commerce Authority IT Professional Services | | | |
| AZ | City of Phoenix Aviation Department IT Staffing Services | | | |
| AZ | Pima County Information Technology Staffing Services | | | |
| AZ | Pima Community College Multiple Award Standby Agreement for Services | | | |
| AZ | Clay County Temporary Staffing Services | | | |
| CA | Santa Clara Valley Water District Temporary Workers | | | |
| CA | State of California Multiple Award Schedules (CMAS) | | | |

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

| | IT O II' - O ' No. T (M. I.) |
|--------|---|
| IL | IT Consulting Services - Non-Target Market |
| IL | Regional Transport Authority Project Management Services |
| IL | State of Illinois – Dept. of Central Management Services IT Resources Provider Master Terms |
| IL | Temporary Employee Provider-Kane County |
| IL IL | The Chicago Transit Authority (CTA) Temporary Staffing Services |
| KS | State of Kansas (Statewide) Staff Augmentation |
| KS | Unified Government of Wyandotte County, Professional IT Services |
| KY | Temporary Personnel & Direct Hire Placement Services Louisville Water Company |
| KY | Deliverables-Based Information Technology Services (DBITS) Commonwealth of Kentucky |
| LA | State of Louisiana (Statewide) IT Strategic Sourcing Services |
| MA | University of Massachusetts Medical School, IT Staff Augmentation Services Master Service Agreement |
| MA | University of Massachusetts IT Staff Augmentation Services |
| MA | State of Massachusetts ITS63 - IT Services |
| MA | State of Massachusetts IT Project Services (ITS53) |
| MD | Maryland State Board of Elections |
| MD | Prince George County Consulting and Technical Services (CATS II) |
| MD | State of Maryland Consulting and Technical Services+ (CATS+) Master Contract |
| MD | Washington Suburban Sanitary Commission, Information Technology Support, Basic Ordering Agreement |
| MD | Baltimore County Public Schools (BCPS) Contracted Information Technology Staffing Services |
| MD | Baltimore County Public Schools (BCPS) Technology Support Staffing Services |
| MD | Maryland Health Benefit Exchange (MHBE) IT Consulting & Technical Support |
| MD | Maryland Department of Education (MDOE) Temporary services |
| MD | Montgomery College Information Technology Contracting Services |
| MI | Wayne County Airport Authority (WCAA) Information Technology Staffing And Project Services |
| MI | Oakland County IT professional services |
| MI | City of Dearborn Temporary Employment Service |
| MI | Detroit Public Schools Community District IT Staff Augmentation |
| MI | Department of Technology, Management & Budget (DTMB) Temporary Employment Services |
| MI | State Of Michigan DTMB - MI Information Technology Professional Services |
| MN | State of Minnesota SITE (Seeking IT Expertise) Program |
| MN | City of Minneapolis IT Staff Augmentation Consulting Pool |
| MN | Hennepin County IT Consulting Services |
| MT | State of Montana Master Contract for IT Services |
| NC | Wake County Government Temporary Staffing Services |
| NC | Mecklenburg County IT Professional Staffing Services |
| NC | City of Durham Temporary Staffing |
| NC | Wake County Government Temporary Staffing Services |
| ND | State of North Dakota IT Professional Services Contract |
| NE | State of Nebraska Temporary Professional Employment Services |
| NH | State of New Hampshire Advanced Temporary Technical Services (CATTS) |
| NJ | Rowan College Temporary Staffing Services |
| NM | State of New Mexico Value Point Temporary Employment Services |
| NM | Cooperative Educational Services (CES) Temporary employment Services |
| NM | State of New Mexico PeopleSoft & PeopleSoft Maintenance, Support & Related Services |
| NM | University of New Mexico IT Services, Staffing/Contract-To-Hire IT Personnel |
| NV | City of Las Vegas Temporary Staffing Services |
| NV | Clark County Contract for Tier 1 Support for Personal Computer |
| NV | State of Nevada MSA 2074 IT Staff Augmentation |
| NV | University of Las Vegas Temporary Staffing Services |
| NV | Washoe County Temporary Employment Services |
| NY | Metropolitan Transportation Authority (MTA) IT Consulting Services |
| NY | Nassau County Supplemental Staffing |
| NY | New York Power Authority (NYPA) IT Temporary Staffing Services |
| NY | New York State Homes and Community Renewal, Professional Temporary Staffing Consultant Services |
| INÍ | inew fork state notines and community Kenewai, Froiessional remporary stanning Consultant Services |

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

| WI | Walworth County Information Technology Consulting Services |
|----|--|
| WI | Waukesha County Temporary Employment Services Bid |
| IL | American Bar Association Temporary Staffing Services |
| MO | State of Missouri Temporary Medical Personnel Services |
| NJ | County of Somerset New Jersey Temporary Employment |

B. Total number and location of sales persons employed by Supplier.

Total number: 40+

Locations: New Jersey, Virginia, California, Mississippi, Florida, Texas, Maryland, and Colorado.

C. Number and location of support centers (if applicable) and location of corporate office.

Number: 06

Locations of our corporate offices.

| California | • | 556 North Diamond Bar Blvd. Suite 302, Diamond Bar, CA 91765 |
|-------------|---|--|
| New Jersey | • | 220 Davidson Avenue Suite, 118 Somerset, NJ 08873 |
| Virginia | • | 8251 Greensboro Drive, Suite 900 McLean, VA 22102 |
| | • | 2034 Eisenhower Ave, STE-112, Alexandria, VA 22314 |
| Florida | • | 6415, Lake worth Middle, Suite 208, Greenacres, FL 33663 |
| Mississippi | • | 700 Avignon Drive, Suite A-1, Ridgeland, MS 39157 |

D. Annual sales for the three previous fiscal years. Financial Statement 2018



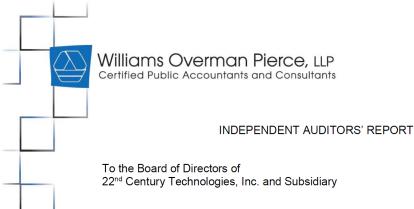
22nd Century Technologies, Inc. and Subsidiary

CONSOLIDATED FINANCIAL STATEMENTS

Year Ended September 30, 2018

22nd Century Technologies, Inc. and Subsidiary Table of Contents September 30, 2018

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| Consolidated Statement of Changes in Stockholders' Equity | 5 |
| Consolidated Statement of Cash Flows | 6 |
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We have audited the accompanying consolidated financial statements of 22nd Century Technologies, Inc. and Subsidiary (a New Jersey corporation) which comprise the consolidated balance sheet as of September 30, 2018, and the related consolidated statements of comprehensive income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Raleigh • Greensboro 2501 Atrium Drive, Suite 500 Raleigh, NC 27607 • P: 919.782.3444 F: 919.782.2552 www.wopcpa.com



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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of 22nd Century Technologies, Inc. and Subsidiary as of September 30, 2018, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Correction of Error

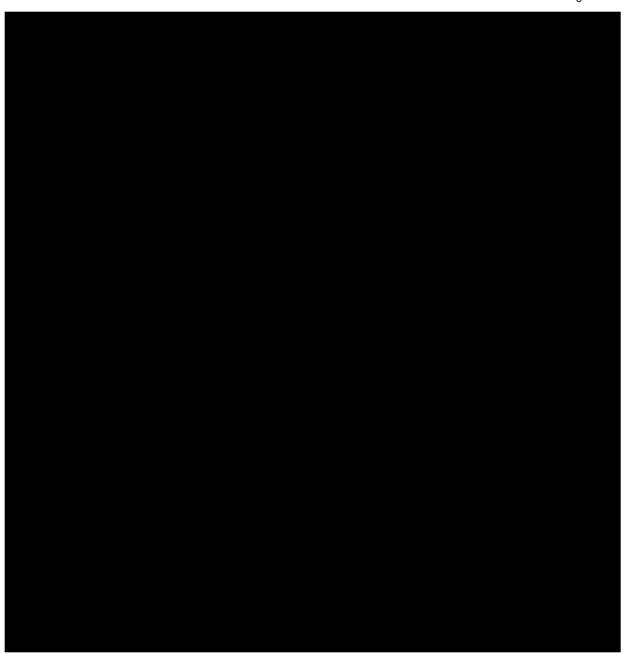
As discussed in Note 8 to the consolidated financial statements, during the current year, it was discovered that previously reported retained earnings was understated and accumulated other comprehensive loss and additional paid-in capital were overstated as of September 30, 2017. Accordingly, adjustments have been made to stockholders' equity as of October 1, 2017 to correct the error. Our opinion is not modified with respect to this matter.

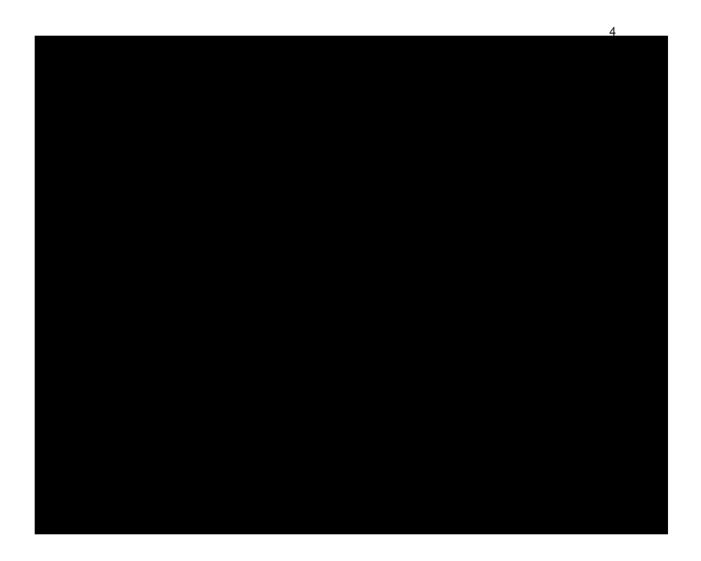
Raleigh, North Carolina

Williams Overman Pierce, LLP

May 31, 2019

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22nd Century Technologies, Inc. Notes to Consolidated Financial Statements

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Organization and Description of Business

Organization

22nd Century Technologies, Inc. and Subsidiary (the "Company"), consists of the parent Company, 22nd Century Technologies, Inc., and its wholly-owned subsidiary, 22nd Century Software Solutions Private Limited. The Company's headquarters is located in Somerset, New Jersey.

The Company is one of the leading information technology ("IT") service and solution firms in the Unites States with 12 regional offices and presence in all 50 states. The Company provides strategic technology, cyber security and application development solutions for government and commercial organizations across various industries.

Summary of Significant Accounting Policies

Basis of Accounting

The consolidated financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Under the accrual basis of accounting, revenues are recognized when earned and expenses are recognized when incurred.

Principles of Consolidation

The consolidated financial statements include the accounts of 22nd Century Technologies, Inc. and 22nd Century Software Solutions Private Limited. All significant intercompany accounts and transactions have been eliminated upon consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported results of operations during the reporting period. Actual results may ultimately differ from management's estimates and such differences could be material to the consolidated financial position and results of operations.

Foreign Currency Translation

Operations outside the United States include a subsidiary in India. Net assets of foreign operations are less than 1% of the Company's total net assets.

The functional currency of the Company's foreign operations is the local currency. The financial statements of the Company's foreign subsidiary has been translated into U.S. dollars. All balance sheet accounts have been translated using the exchange rate in effect at the balance sheet date. Revenues and expenses have been translated using the average exchange rate for the year. Accumulated net translation adjustments have been reported separately in other comprehensive loss in the consolidated financial statements.

22nd Century Technologies, Inc. Notes to Consolidated Financial Statements

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Foreign currency transaction gains (losses) resulting from exchange rate fluctuations on transactions denominated in a currency other than the functional currency were not material for the year ended September 30, 2018.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity date of three months or less at the time of purchase to be cash equivalents.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are uncollateralized customer obligations due under specific customer agreements. Payment terms vary with each customer, but the majority of contracts provide for payment within 30 to 90 days of invoice date, and no cash discounts are offered.

The allowance for doubtful accounts is determined based on specific identification of balances, the collection of which, in management's opinion, is doubtful. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. Based upon the information available, management believes that no allowance for doubtful accounts is necessary as of September 30, 2018.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets primarily consist of amounts paid for good and services that will benefit future periods. These balances will fluctuate from year to year depending on the timing of the underlying expenses and payments as of year-end. Prepaid expenses and other current assets also includes a loan receivable from a related party.

Property and Equipment

The Company records property and equipment at cost. Depreciation is primarily computed on the straight-line method based on the following estimated useful lives:

| 5 Years |
|---------|
| 7 Years |
| 3 Years |
| |

Leasehold improvements are amortized over the life of the lease, or the estimated useful life of the asset, whichever is shorter.

Maintenance and repairs are charged to operating expenses as incurred, and major renewals and improvements with future benefit are capitalized. Gains or losses on disposal of property and equipment are recognized in the period when the assets are sold or disposed of and the related cost and accumulated depreciation is removed from the accounts.

22nd Century Technologies, Inc.
Notes to Consolidated Financial Statements

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Other Assets

Other assets includes deposits for office space leased by the Company under various operating leases and investments in joint ventures accounted for using the equity method of accounting.

Deferred Rent

The Company accounts for rent expense under non-cancelable operating leases with scheduled rent increases on a straight-line basis over the lease term beginning with the effective lease commencement date. The excess of straight-line rent expense over scheduled payment amounts is recorded as a deferred rent obligation. The deferred rent balance amounted to \$356,055 at September 30, 2018, and is included in accrued liabilities on the accompanying consolidated balance sheet.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments, which include cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable, and accrued liabilities, approximate fair values at September 30, 2018.

Revenue Recognition

The Company derives revenue primarily through three kind of contracts: (i) time and material, (ii) firm fixed price, and (iii) cost plus fixed fee. Revenue from services are recognized as and when the services are actually rendered and accepted by the customer. The terms and conditions surrounding each arrangement are governed by contracts executed with that customer under which the services are generally evenly delivered over the tenure of contract. Arrangements are typically made under contracts with renewals with services billed and recognized on a monthly basis when there is evidence of an arrangement, the fees are fixed or determinable and collection is probable. Contract revenue earned in excess of billing has been reflected as unbilled revenue in the accompanying consolidated balance sheet.

Cost of Revenues

Costs of revenue includes personnel and other operating costs (including payments made to sub-contractors) directly relating to delivery of services.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$1,780,211 for the year ended September 30, 2018.

Income Taxes

The Company has elected to be taxed under subchapter S of the Internal Revenue Code. Under this provision, the Company does not pay federal corporate income tax on its taxable income. Instead, the stockholders are liable for their share of the Company's taxable income. A similar election was made pursuant to New Jersey statute resulting in minimum tax at the corporate level. Accordingly, no provision has been made for federal or state income taxes.

22nd Century Technologies, Inc.
Notes to Consolidated Financial Statements

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The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The statute of limitations for returns filed within these jurisdictions is generally three years after the return is due or filed, whichever is later. Management believes the Company is no longer subject to U.S. federal and state income tax examinations by tax authorities for years prior to 2015.

Uncertain Tax Positions

The Company evaluates all significant tax positions in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740-10, Accounting for Uncertainty in Income Taxes. The Company recognizes the financial statement effects of an uncertain income tax position when it is more likely than not, based on the technical merits, that the position will not be sustained upon examination. The Company accrues for other tax contingencies when it is probable that a liability to a taxing authority has been incurred and the amount of the contingency can be reasonably estimated.

As of September 30, 2018, the Company does not believe that it has taken any positions that would require the recording of any additional tax liability, nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next year.

Recent Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers ("Topic 606"), which supersedes the revenue recognition requirements in ASC 605, Revenue Recognition. This ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The effective date of ASU No. 2014-09 was amended by ASU No. 2015-14. Therefore, the ASU will be effective for the Company for the year ended September 30, 2020 with earlier adoption permitted for annual periods beginning after December 15, 2016. Further ASUs (ASU No. 2016-08, 2016-10) have been issued to clarify Topic 606 for principal and agent considerations and performance obligations and licensing implementation guidance. The Company is assessing the potential effects on future consolidated financial statements.

In January 2016, the FASB issued ASU No. 2016-01, Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities. The new guidance is intended to improve the recognition and measurement of financial instruments. The ASU is effective for fiscal years and interim periods within those years beginning after December 15, 2018. The Company is assessing the potential effects on future consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, Leases. Under the new guidance, lessees will be required to recognize a lease liability and a right-of-use asset for all leases (with the exception of short-term leases) at the commencement date. This ASU is effective for fiscal years and interim periods within those years beginning after December 15, 2019. The Company is assessing the potential effects on future consolidated financial statements.

22nd Century Technologies, Inc.
Notes to Consolidated Financial Statements

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3. Concentrations

Credit Risk

The Company maintains cash balances at a financial institution which are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of September 30, 2018, the Company's cash balance in excess of the federally insured limit was \$8,413,531.

In evaluating the credit risk, the Company periodically evaluates the stability of these financial institutions. The Company's management does not believe cash is exposed to significant credit



22nd Century Technologies, Inc. Notes to Consolidated Financial Statements

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Commitments and Contingencies 5.



The Company is involved in ordinary and routine litigation incidental to its business. In the opinion of management, there are no pending legal proceedings that could have a material adverse effect on the consolidated financial statements of the Company.

Warranties and Indemnifications

The Company warrants to its customers throughout the term of service agreements that the Company's services shall substantially comply with written specifications. Customer's remedy, in the event of breach, is the right to terminate the service agreement and re-perform the service obligation since the time of the non-compliance.

Loan Facility

The Company has a line of credit from a commercial bank amounting to \$6,000,000. Interest is payable at a rate per year equal to the LIBOR daily floating rate plus 3.0%. The line of credit is secured by Company's accounts receivable and property and equipment. As of September 30, 2018, the Company has not drawn any money from the facility and therefore, there is no outstanding balance at September 30, 2018.

22nd Century Technologies, Inc. Notes to Consolidated Financial Statements

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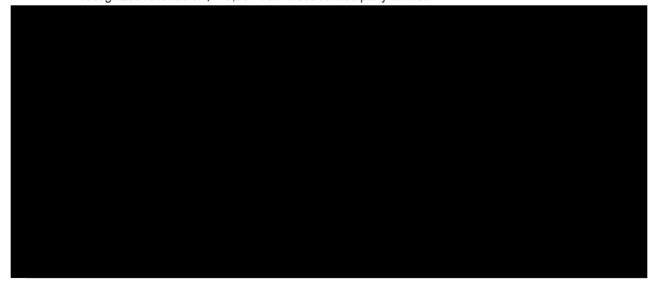
7. Related Party Transactions

Joint Ventures

The Company has a joint venture agreement with Advanced Alliant Solutions ("AAS") wherein the Company provides IT support services. During the year ended September 30, 2018, the Company recognized revenue of \$27,618,128 from AAS. At September 30, 2018, the Company had a receivable balance from AAS of \$8,856,102 which is included in accounts receivable on the accompanying consolidated balance sheet.

The Company has an interest in Candor Solutions ("Candor"), a corporate joint venture in which the Company provides IT support services. The investment is accounted for using the equity method and represents a 49% ownership interest in the joint venture. The balance of this investment at September 30, 2018 is \$0. During the year ended September 30, 2018, the Company recognized revenue of \$12,534,697 from Candor. At September 30, 2018, the Company had a receivable balance from Candor of \$5,648,089 which is included in accounts receivable on the accompanying consolidated balance sheet. Additionally, during the year ended September 30, 2018, the Company loaned Candor \$1,000,000 of which \$500,000 was outstanding at September 30, 2018. The loan receivable is included in prepaid expenses and other current assets on the accompanying consolidated balance sheet as it is due one year from the balance sheet date.

The Company has interests in various corporate joint ventures ranging from 49% to 51%. These investments are accounted for using the equity method. At September 30, 2018, the balances in these joint ventures totaled \$11,490 and are included in other assets on the accompanying consolidated balance sheet. During the year ended September 30, 2018, the Company recognized revenue of \$140,304 from these related party entities.



22nd Century Technologies, Inc. Notes to Consolidated Financial Statements

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10. Subsequent Events

Management has evaluated subsequent events through May 31, 2019, the date which the consolidated financial statements were available to be issued. No significant subsequent events have been identified by management.

Financial Statement 2017 & 2016

22ND CENTURY TECHNOLOGIES, INC CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016 REVISED JUNE 29, 2018

SUBMITTED BY:

RAVI VENKATARAMAN, CPA LLC

22ND CENTURY TECHNOLOGIES, INC

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RAVI VENKATARAMAN, CPA LLC CERTIFIED PUBLIC ACCOUNTANT 14 COURTSIDE LANE PRINCETON, NJ 08540

TEL: (609) 452-7770

FAX: (732) 823-1405

Board of Directors 22nd Century Technologies, Inc. 220 Davidson Ave, Suite 118 Somerset, NJ 08873

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements:

We have audited the accompanying balance sheet of 22nd Century Technologies, Inc. as of September 30, 2017 and 2016 and the related statements of income and retained earnings and statement of cash flows for the years then ended.

Management's Responsibility for the Financial Statements:

These financial statements are the responsibility of the Company's management.

Auditor's Responsibility:

We have conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating overall financial statement presentation. We believe that our audit of the financial statements provide a reasonable basis for our opinion.

Opinion:

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 22nd Century Technologies, Inc. as of September 30, 2017 and 2016 and the results of its operations for the for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

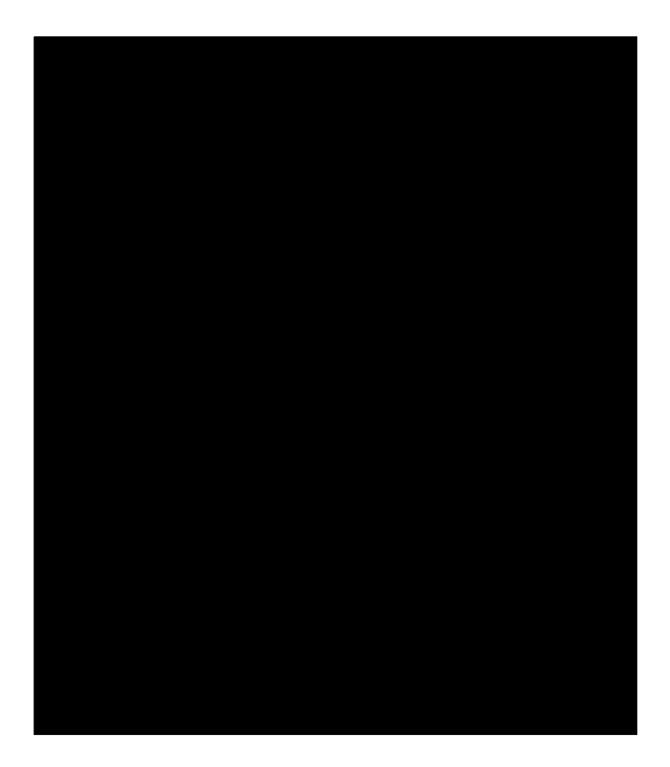
R-Venhatarama Ravi Venkataraman, CPA Princeton, NJ 08540

June 29, 2018





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22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016

Note 1 - Nature of Company's Business:

Note 1

22nd Century Technologies, Inc. (The Company) was incorporated in the State of New Jersey on March 31, 1997. The Company is located at 220 Davidson Ave., Ste 118, Somerset, NJ 08873. The Company provides full spectrum of technology and staffing services - from temporary and permanent staffing, business and IT consulting to managing turnkey projects for global clients and various government agencies.

Note 2 - Summary of Significant Accounting Policies:

A: Basis of Presentation

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles in the United States of America and have been consistently applied in the preparation of the financial statements. The financial statements are prepared on accrual basis. These financial statements are presented for the years ended September 30, 2017 and 2016.

The financial statements present the accounts of the Company and its subsidiary, 22nd Century Software Solutions India Private Ltd. The Company owns 99.99% interest in the foreign subsidiary.

B. Property and Equipment / Depreciation

Property and equipment are reflected at cost. Depreciation is provided using straight-line method over its estimated useful life of three years for computer and five years for Network Equipments. Maintenance and repairs are expensed as incurred.

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable in accordance with Financial Accounting Standards Board

See Independent Auditor's Report

22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016

Note 2 - Summary of Significant Accounting Policies:

B. Property and Equipment / Depreciation (Continued)

(FASB) Accounting Standards Codification (ASC) 360, Property, Plant and Equipment, formerly FASB No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets. Recoverability of assets held and used is measured by a comparison of the carrying amount of an asset to undiscounted expected cash flows. Future events could cause the Company to conclude that impairment indicators exist and that long-lived assets may be impaired.

C. Income taxes:

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay Federal corporate income taxes on its taxable income. Instead, the stockholder is liable for individual federal income taxes on his share of the company's taxable income. A similar election was made pursuant to New Jersey State Statute resulting in a minimum tax at the corporate level.

D. Revenue Recognition:

The Company's consulting services are performed principally under short-term contracts. Revenue is recognized when the services are performed. Any performed but unbilled services at the balance sheet date have been accrued as accounts receivable.

E. Accounts Receivable:

Accounts receivable are charged to bad debt expense as they are deemed uncollectible based upon periodic review of the accounts. Management has determined that all receivables are collectible.

See Independent Auditor's Report

22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016

Note 2 - Summary of Significant Accounting Policies:

F. Use of estimates in the preparation of financial statements:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

G. Cash:

Cash consists primarily of working funds. For purposes of the Statements of Cash Flows, cash is defined as unrestricted cash balances and investments with original maturities of three months or less.

H. Fair Value of Financial Instruments:

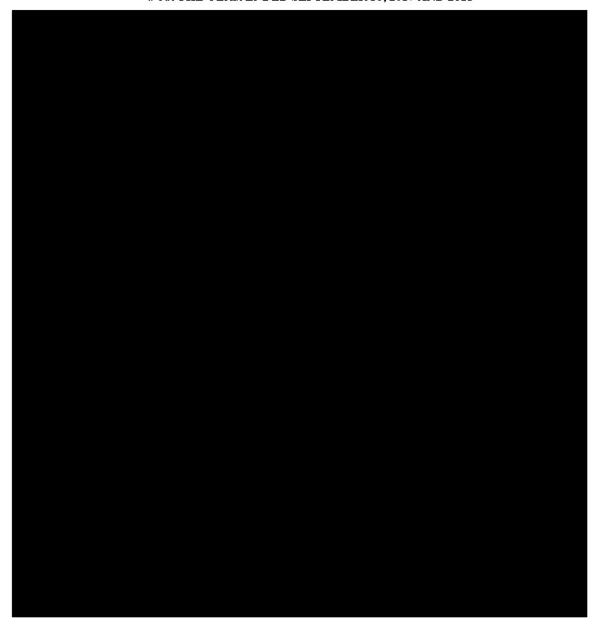
The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses are equal or approximate their fair values due to the short term maturity of those instruments.

I. Cost of Revenues

Costs of revenues consist of payroll cost incurred for the employee actively involved in providing technical services to clients and the amount paid to other outside services utilized by the Company.

See Independent Auditor's Report

22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016



22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016

Note 6- Credit Risk:

Financial instruments which potentially subject the Company to concentrations of credit risk consists of cash and accounts receivable. At various times throughout the year, the Company had cash balances in excess of FDIC insurance coverage. The Company places all funds with high credit quality financial institutions to limit the credit risk. For the year ended September 30, 2017, the Company had approximately \$3,015,392 in excess of FDIC insurance of \$250,000.

Accounts receivable consists of customer receivables. Management considers receivables to be fully collectible. Therefore, no allowance for bad debts has been provided as of September 30, 2017 and 2016.

Economic Dependency- Substantially, most of the Company's revenue is from Government contracts.

Note 7- Investment in Subsidiary:

The Investment in the foreign subsidiary represents 99.99% investment in 22nd Century Software Solutions India Private Ltd.and are stated at the exchange value prevalent at September 30, 2017 and 2016.



22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016

Note 9- Loan Payable:

The Company has a line of credit with a commercial bank in the amount of \$6,000,000. The line matures on January 31, 2019. Interest is accrued on the outstanding balance at a rate per year equal to the LIBOR Daily Floating Rate plus 3.00 percentage points. The loan is secured by the Company's Account Receivables and Equipment and Fixtures. The loan will be payable in full including any outstanding interest on the maturity date. As of September 30, 2017 and 2016, the outstanding loan balance was \$0. The interest expense for the year ended September 30, 2017 and 2016 was \$290 and \$7,505 respectively.

In addition, the owners Mr. Satvinder Singh and Mrs. Sharma have a total personal line of credit of approximately \$ 9.9 million from two financial institutions available to them which they can use for company operations.

Note 10- Joint Ventures:

The Company entered into a joint venture with Innovative Solutions LLC with 51% ownership and 49% owned by OST Inc.

The Company has sold 51% of Excellus Solutions to a Virginia based company, Mission Services, Inc.

The Company entered into a joint venture with 22nd Century Team LLC with 49% ownership and 51% owned by FreeAlliance, Inc.

The Company entered into a joint venture with New Generation Solution LLC with 49% ownership and 51% owned by FreeAlliance, Inc.

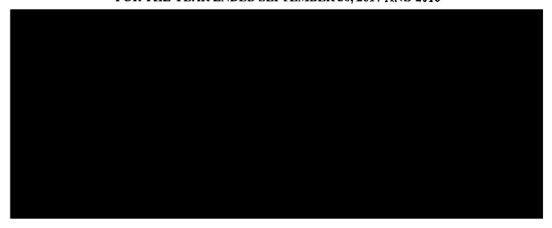
The Company entered into a joint venture with Ascendant Solutions, LLC with 49% ownership and 51% owned by FreeAlliance, Inc.

The joint ventures were established to service certain Government contracts.

The Company's share of revenues from these joint venture entities have been included in the financial statements for the years ended September 30, 2017 and 2016.

See Independent Auditor's Report

22nd CENTURY TECHNOLOGIES, INC. NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017 AND 2016



See Independent Auditor's Report

Financial Statement 2015

22ND CENTURY TECHNOLOGIES, INC
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

SUBMITTED BY:

RAVI VENKATARAMAN, CPA LLC

22ND CENTURY TECHNOLOGIES, INC

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| CONSOLIDATED STATEMENT OF CASH FLOWS | 4 |
| NOTES TO THE FINANCIAL STATEMENTS | 5-10 |

RAVI VENKATARAMAN, CPA LLC CERTIFIED PUBLIC ACCOUNTANT 14 COURTSIDE LANE PRINCETON, NJ 08540

TEL: (609) 452-7770

FAX: (732) 823-1405

Board of Directors 22nd Century Technologies, Inc. 2 Executive Dr., Suite # 230 Somerset, NJ 08873

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements:

We have audited the accompanying consolidated balance sheet of 22nd Century Technologies, Inc. as of September 30, 2015 and the related consolidated statements of income and retained earnings and consolidated statement of cash flow for the year ended September 30, 2015.

Management's Responsibility for the Financial Statements:

These consolidated financial statements are the responsibility of the Company's management.

Auditor's Responsibility:

We have conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating overall financial statement presentation. We believe that our audit of the financial statements provide a reasonable basis for our opinion.

Opinion:

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of 22nd Century Technologies, Inc. as of September 30, 2015 and the results of its operations for the year ended September 30, 2015, in conformity with accounting principles generally accepted in the United States of America.

R. Venhataraman Ravi Venkataraman, CPA Princeton, NJ 08540

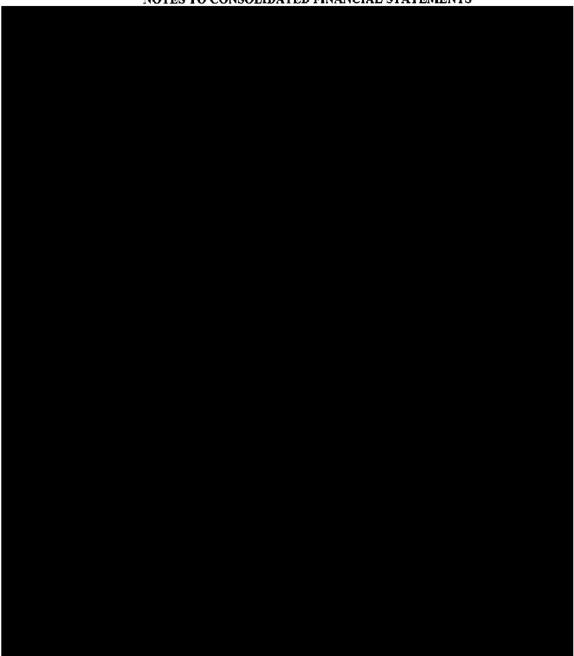
January 29, 2016







22nd CENTURY TECHNOLOGIES, INC. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS



22nd CENTURY TECHNOLOGIES, INC. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2015

Note 2 - Summary of Significant Accounting Policies:

B. Property and Equipment / Depreciation (Continued)

(FASB) Accounting Standards Codification (ASC) 360, Property, Plant and Equipment, formerly FASB No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets. Recoverability of assets held and used is measured by a comparison of the carrying amount of an asset to undiscounted expected cash flows. Future events could cause the Company to conclude that impairment indicators exist and that long-lived assets may be impaired.

C. Income taxes:

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay Federal corporate income taxes on its taxable income. Instead, the stockholder is liable for individual federal income taxes on his share of the company's taxable income. A similar election was made pursuant to New Jersey State Statute resulting in a minimum tax at the corporate level.

D. Revenue Recognition:

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See Independent Auditor's Report

22nd CENTURY TECHNOLOGIES, INC. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2015

Note 2 - Summary of Significant Accounting Policies:

F. Use of estimates in the preparation of financial statements:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

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Cash consists primarily of working funds. For purposes of the Statements of Cash Flows, cash is defined as unrestricted cash balances and investments with original maturities of three months or less.

H. Fair Value of Financial Instruments:

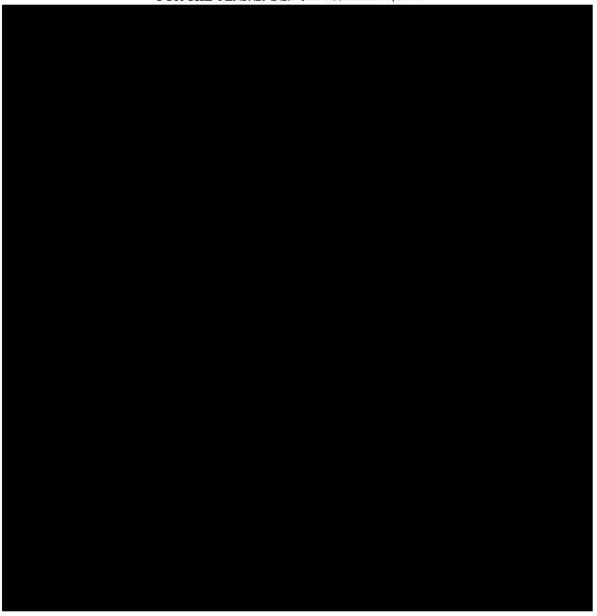
The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses are equal or approximate their fair values due to the short term maturity of those instruments.

I. Cost of Revenues

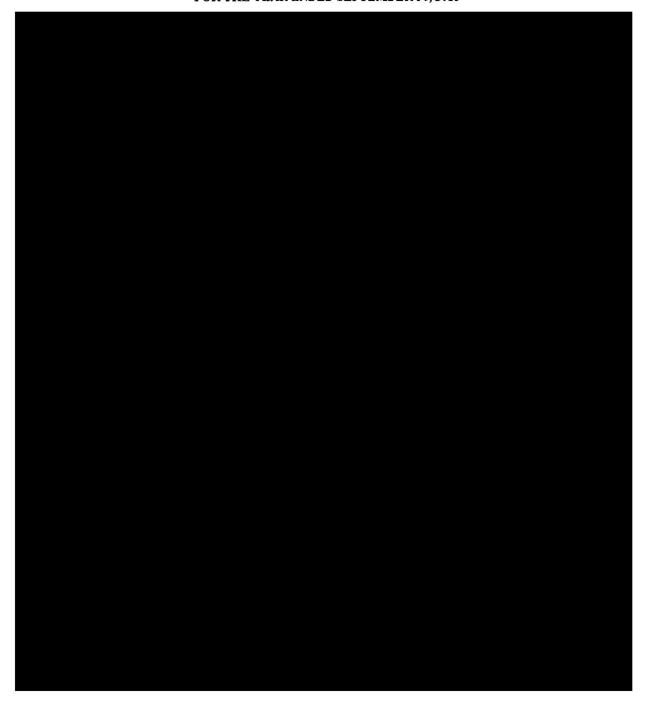
Costs of revenues consist of payroll cost incurred for the employee actively involved in providing technical services to clients and the amount paid to other outside services utilized by the Company.

See Independent Auditor's Report

22nd CENTURY TECHNOLOGIES, INC. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2015



22nd CENTURY TECHNOLOGIES, INC. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2015



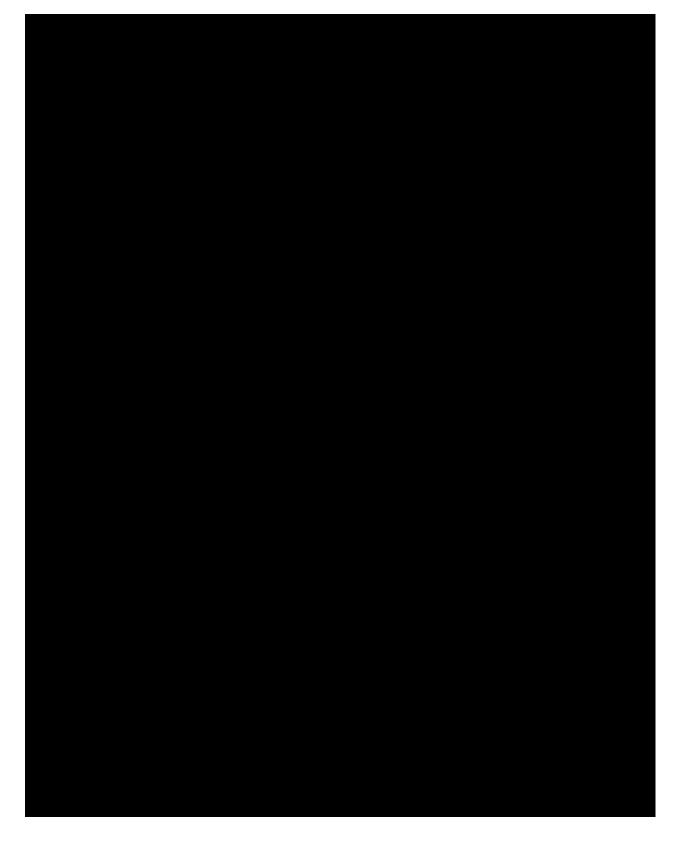
22nd CENTURY TECHNOLOGIES, INC. NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2015



See Independent Auditor's Report

E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 22-3502121





F. Describe any green or environmental initiatives or policies.

22nd 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 Polices, 22nd 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, 22nd 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: 22nd 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: 22nd 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 22nd 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 22nd 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 22nd 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: 22nd Century employees are mindful of utilizing water in the best manner possible.
- Conduct Annual Go Green Surveys: 22nd 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.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

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

How, if at all, pricing changes when using the diversity program

There will be no change in the pricing when using the diversity program.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

22nd Century does not hold any above-mentioned certificate.

I. Describe how supplier differentiates itself from its 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. TSCTI 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 OMNIA 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
- Sole MSP in New Jersey: 22nd Century is working as a manage service provider for State of New jersey and manaign 1300+ candidates for this program.
- Resume Database and domain specified recruitment teams: We have over 2.5M 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 OMNIA, 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 \$184 M for the year 2018.
- 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.
- **J.** Describe any present or past litigation, bankruptcy or reorganization involving supplier. 22nd Century doesn't have any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provides the names and convictions.

Not applicable.

L. Describe any debarment or suspension actions taken against supplier

None

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

22nd Century is providing IT Services, Temporary staffing, temporary to hire services, direct hire services, Managed Staffing services and payroll services. Below mentioned are the industry and services provided by the 22nd Century.

CLERICAL/PROFESSIONAL

- 1. Customer Service
- 2. Administrative Support
- 3. Finance & Payroll
- 4. Operations & Management





LIGHT INDUSTRIAL/ WAREHOUSE

- 1. General Labor
- 2. Shipping & Receiving
- 3. Forklift Operators
- 4. Production & Distribution



HOSPITALITY/ EVENTS

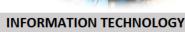
- 1. Crowd Control
- 2. Banquets & Private Parties
- 3. Chefs, Line Cooks & Dishwashers
- 4. Bartenders & Servers
- 5. Cashiers, Ticket Takers & Hosts





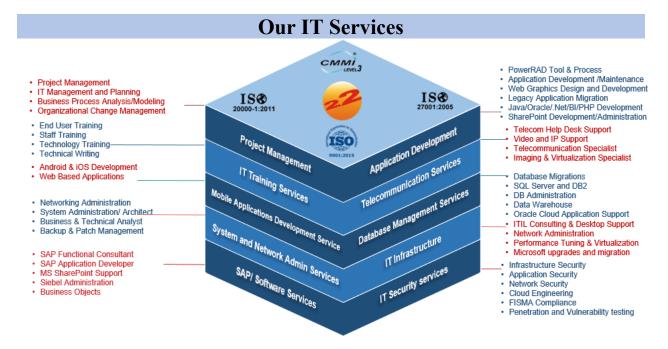
SKILLED TRADES

- **Construction Superintendents**
- **Technicians & Mechanics**
- **Equipment Operators**
- Engineers, Welders & Machinists



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





B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

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 Business Manager (BM) who will be an important part of our PMO Advisory Council and will work very closely with our clients to market our services under OMNIA 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 OMNIA 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 BM's compensation will be in part tied to the success of his/her marketing efforts on OMNIA contract and this will serve as an incentive for him/her to successfully market the OMNIA contract. The OMNIA will be most effectively marketed by 22nd Century by using a system to identify, pursue, and execute TOs.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Our pricing will be final for all participating agencis and we will share the our agreement on our official website so that any potential customer can check the master agreement price

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end-user.

No other company will be involved in processing, handling or shipping the products/service to the end-user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and

retail network as applicable.

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|--|--|--------|--|--|--|--|--|--|--|--|
| State | Location | Number | | | | | | | | |
| California | 556 North Diamond Bar Blvd. Suite 302, Diamond Bar, CA 91765 | 50+ | | | | | | | | |
| New Jersey | 220 Davidson Avenue Suite, 118 Somerset, NJ 08873 | 40+ | | | | | | | | |
| Virginia | 8251 Greensboro Drive, Suite 900 McLean, VA 22102 | 500+ | | | | | | | | |
| | 2034 Eisenhower Ave, STE-112, Alexandria, VA 22314 | | | | | | | | | |
| Florida | 6415, Lake worth Middle, Suite 208, Greenacres, FL 33663 | 100+ | | | | | | | | |
| Mississippi | 700 Avignon Drive, Suite A-1, Ridgeland, MS 39157 | 50+ | | | | | | | | |

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector goto-market strategy within first 10 days.
 - **Mr. Sandeep Singh**: He is our VP of State Sales is an executive sponsor of the contract. He will focus sales teams on the success of the contract, and collaborates with partners, allowing us to provide contract users even deeper discounts than the established contractual rates.
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days 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 OMNIA. 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 OMNIA 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 OMNIA 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 OMNIA 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 make an effort 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.
- Familiarise 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
 optimisation (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 analysed 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.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications 22nd Century Marketing contact will work with OMNIA to create and distribute this announcement at the transition of the new award.
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

22nd Century will exceed this requirement. As our site is presently live for the our current contract, 22nd Century can reload the new contract pricing within a matter of minutes and will have our website operational on the 1st day of the new contract.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

22nd Century already has much of this material. We are pleased to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with OMNIA to discuss a refreshed approach and specific goals/targets for the new contract. 22nd Century is eager to share our current marketing processes for the contract, including our quarterly "Plays" aimed at increasing contract awareness; our SharePoint site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all OMNIA members. Additionally, we look forward to discussing our ideas to gain contract awareness, with increased focus in the K12 sector and our top partners.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
 - 22nd Century schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We shall continue this practice new agreement as well. Additionally, we are such a committed vendor; we are willing to share our best practices with other noncompeting OMNIA vendors. Sales Manager Sandeep Singh has agreed to share some of these practices with other OMNIA vendors at the Partner Summit, helping increase the success of all OMNIA's contracts.
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

22nd Century has enjoyed participating in the OMNIA Annual Forum. We believe in the theme "Better Together" and look forward to sharing our best practices with other OMNIA vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

22nd Century advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

22nd Century will market and promote the contract, through various avenues such as announcements in our publications, website, email campaigns, as well as on the contract's 22nd Century's website page. We look forward to working with OMNIA to develop our marketing strategies even further.

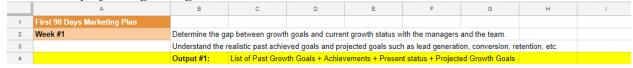
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

22nd Century exceeds this requirement, our website page will include these elements. The page will includes the logo and a description of the contract, with multiple direct links to OMNIA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers. Additionally, we not only have a toll-free number and address for OMNIA members, and feature a dedicated Account Team included on the website, which will highlight when they are available for customers. In conjunction with OMNIA, we will continue to develop this site, increasing functionalities and promotion of the contract.

Week #1: Identify the Goals

We will understand the past growth goals that they had set before, the achievements, the present status, and the new projected growth goals.



Week #2: Discover The Product Verticals

Understand the product/service verticals of the business and create and distribute of a co-branded press release to trade publications

| | A | В | С | D | E | F | G | н | 1 | | | |
|---|------------------------------|-------------------|---|---------------------|-------------------|-------------------|-------------------|--------------------|----|--|--|--|
| 1 | First 90 Days Marketing Plan | | | | | | | | | | | |
| 2 | v√eek #1 | Determine the ga | termine the gap between growth goals and current growth status with the managers and the team. | | | | | | | | | |
| 3 | | Understand the r | derstand the realistic past achieved goals and projected goals such as lead generation, conversion, retention, etc. | | | | | | | | | |
| 4 | | Output #1: | utput #1: List of Past Growth Goals + Achievements + Present status + Projected Growth Goals | | | | | | | | | |
| 5 | Week #2 | Work with the tea | Work with the team and craft out the target persona across different product verticals | | | | | | | | | |
| 6 | | Understand the o | Understand the current and the past marketing strategy for different channels and product verticals | | | | | | | | | |
| 7 | | Identify the best | dentify the best channels for different personas created. | | | | | | | | | |
| 8 | | Output #2: | List of Product/ 9 | Service Verticals + | Different Persona | as + Correspondir | ng Marketing Chai | nnels and Strategi | es | | | |

Week #3: Do Some Number Crunching

We will go through the Google Analytics/ Business Metrics for number crunching and will include the last 60 days metrics based on the previous data. This is to ensure that you have the benchmark data to progress further.

| 8 | | Output #2: | Dutput #2: List of Product/ Service Verticals + Different Personas + Corresponding Marketing Channels and Strategies | | | | | | | | | |
|----|---------|-------------------|---|---------------------|---------|--|--|--|--|--|--|--|
| 9 | Week #3 | Do the number o | On the number crunching, look after the analytics and build a marketing dashboard with top 10 metrics to measure for the next 60 days | | | | | | | | | |
| 10 | | Chart out corrspo | onding metrics for | the last 60 days to | compare | | | | | | | |
| 11 | | Output #3: | Marketing Dashboard with top 10 metrics to measure for the next 60 days with prefilled metrics of last 60 days | | | | | | | | | |
| 12 | Week #4 | | | | | | | | | | | |

Week #4: Identify Goals

We will identify a fixed goal and the top channels that will bring maximum results to the fixed goal. We will design, publication and distribution of co-branded marketing materials.

| | ., , , | |
|----|---------|---|
| 11 | | Output #3: Marketing Dashboard with top 10 metrics to measure for the next 60 days with prefilled metrics of last 60 days |
| 12 | Week #4 | Audit the digital presence and Analyze the current copy, CTAs, landing page of different verticals - Website, Blog, Email, Google Ads, Billboards, Social Media, Apps, etc. |
| 13 | | Do the matchmaking with the metric dashboard and identify the top 3 channels that can give maximum output to the desired goal (lets assume: to drive enrollments). |
| 14 | | Assumptions: Top 3 channels (Email + Google Ads + Social Media) Goal (Generate 60 HOT leads by next 60 days). |
| 15 | | Output #4: A Fix Goal to achieve in the next 60 days + Top 3 channels giving the mximum output to this goal |

Week #5: Fix The Loopholes and Analyse The Budget

We will apply quick growth hacks to fix all such loopholes in order to drive results to the present ongoing marketing activities.

| 15 | | Output #4: A Fix Goal to achieve in the next 60 days + Top 3 channels giving the mximum output to this goal | | | | | | | | |
|----|---------|---|--|--|--|--|--|--|--|--|
| 16 | Week #5 | the immediate loopholes with growth hacks along with the team that can bring maximum result | | | | | | | | |
| 17 | | Analyze the budget spent over the top 3 verticals and craft a profitable projected budget plan for the three channels for next new campaign | | | | | | | | |
| 18 | | Output #5: Srowth backs applied to fix the immediate gaps + Projected profitable hydret for top 3 channels for payt campaigns | | | | | | | | |

Week #6: Craft Campaigns

We will use all the existing data to craft campaigns for each of the top channels. We will Announce, Master Agreement details and contact information published on website. We will design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.

| Week #6 | Draft 1 campaign | n acorss each vertical. Each camp | aign to run for atlea | st 2 weeks. | | | | | | |
|---------|--|-----------------------------------|-----------------------|-------------|--|--|--|--|--|--|
| | For Email channel, find the missing gap. Example: Do the email partnership with the colleges to promote your event. | | | | | | | | | |
| | For Google Ads, identify the missing gap. Example: Fix the copy, or the landing page, or the UTMs, | | | | | | | | | |
| | For Social Media: Identify the influencers among college. Run an influencer program/ ambassador program among students | | | | | | | | | |
| | Output #6: | Campaign draft across the top 3 | dentified channels. | | | | | | | |
| | | | | | | | | | | |

Week #7: Project The Desired Results

Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). Dedicated OMNIA Partners internet web-based homepage on 22nd Century's website.

| 24 | Week #7 | Set up a desired benchmark metric list for the campaign results |
|----|---------|--|
| 25 | | Drill down two another parameters across each channel to A/B test later. |
| 26 | | Get everything in place required for the campaign execution across each channel. |
| 27 | | Output #7: Benchmark metirc list for the new campaign + A/B testing parameters |

Week #8: A/B Testing

In the 8th week, we will launch the campaign across each of the top identified channels.

| | | | , , | | | | | |
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| 28 | Week #8 | Launch the campaigns with A/B testing with 1 fixed parameter (across each channel). | | | | | | |
| 29 | | Analyze the present content calendar, the execution stratgey and the roadmap. | | | | | | |
| 30 | | Output #8: | Campaign Launch + Content Calendar (past, present and future) | | | | | |

Week #9: Initial Result

We run through the achieved results of the first set of campaigns. Map the results to the marketing dashboard.

| 30 | | ttput #8: Campaign Launch + Content Calendar (past, present and future) | | | | | | |
|----|---------|--|--|--|--|--|--|--|
| 31 | Week #9 | Run through the achieved results. | | | | | | |
| 32 | | Map the results to the marketing dashboard. Analyze, analzye, analzye. | | | | | | |
| 33 | | Suggest improvements to the content calendar. | | | | | | |
| 34 | | Output #9: 1st set of campaign results + Content calendar improvement inputs | | | | | | |

Week #10: Iterate With Other Parameters

We will also look at the other channels and analyze the missing gaps over there.

| 34 | | Output #9: | 9: 1st set of campaign results + Content calendar improvement inputs | | | | | | | | |
|----|----------|------------------|--|--|--|--|--|--|--|--|--|
| 35 | Week #10 | Tweak another to | veak another two parameters and relaunch the campaigns. | | | | | | | | |
| 36 | | Fix the immediat | Fix the immediate gaps for other source channels along with the team that can bring maximum result | | | | | | | | |
| 37 | | Output #10: | Campaign Relaynch for another 1 week | | | | | | | | |

Week #11: Final Result

Gather all the results of the last two set of campaigns.

| 37 | | Output #10: | out #10: Campaign Relaunch for another 1 week | | | | | | | | | | |
|----|----------|-------------------|--|-------------------|--------------------|-------------------|-----|--|--|--|--|--|--|
| 38 | Week #11 | Run through the | through the achieved results. Discuss with the team, take suggestions/ improvements/ concerns. | | | | | | | | | | |
| 39 | | Report the result | ort the results to the concerned manager/ team. | | | | | | | | | | |
| 40 | | Compare the res | ults to the last 60 | days metrics (cor | responding to the | same goal). | | | | | | | |
| 41 | | Output #11: | Comparison of la | st 60 days metric | s to recent 60 day | s metrics: Progre | ss? | | | | | | |
| 42 | Week #12 | | | | | | | | | | | | |
| 43 | | | | | | | | | | | | | |
| 44 | | | | | | | | | | | | | |
| 45 | | | | | | | | | | | | | |
| 46 | | | | | | | | | | | | | |

Week #12: Renew The Marketing Dashboard

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|------------|----------|---|---|--|
| 41 | | Output #11: | Comparison of last 60 days metrics to recent 60 days metrics: Progress? | |
| 42 | Week #12 | Renew the marketing dashboard for the next 60 days. | | |
| 43 | | Reshuffle the marketing priority source channels and analzye the top 10 metrics to achieve in next 90 days. | | |
| 44 | | Output #12: | Renewed Marketing Dashboard + Reshuffled priority list of marketing strategy for next 90 days | |
| 45 | | | | |

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

22nd Century prides itself on keeping the commitments we make to every one of our customers and partners. 22nd Century currently holds a significant number of cooperative purchasing contracts. 22nd Century is solutions focused; just as we are vendor agnostic and provide consultation assist the client to choose the best IT service to meet their needs, we provide benefits of the program, and allow the customer to select the contract best suited for their specific procurement needs. Therefore, for all of our national contracts, we have maintained transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this. 22nd Century continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of piggyback contracts. Some of these customers include the Orange County California and State of new Jersey.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

22nd Century agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

22nd Century confirms that it will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

22nd Century confirms that it will train its national sales force on the Master Agreement and include all the above-mentioned areas.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

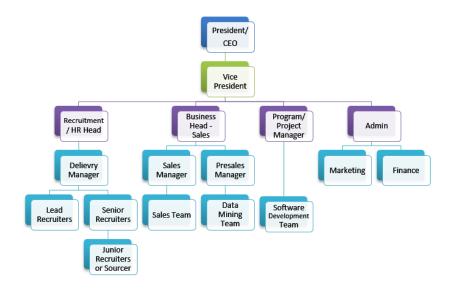
22nd Century will assign a single point of contact responsible for all the above mentioned department related activities. He will be responsible for coordinating between the agency and our respective department. His contact information is given below.

Name: Sandeep Singh, Account Manager

Phone: 888-998-7284 | Email: Govt@tscti.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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 IT solution needs. This one connection is the customer's Account Manager. Much like our customercentric mindset, we focus on providing our Account Managers 360 degrees of expertise, so each OMNIA 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 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
- o K-12 Education
- Higher Education
- o Federal Government
- Healthcare

The following are the contact details of our highest-level executive in charge of the sales team.

Name: Sandeep Singh, Account Manager

Phone: 888-998-7284 Email: Govt@tscti.com

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Implement: 22nd Century is eager to continue working with the OMNIA team to develop the national program. We have joined forces for customer presentations, such as with the State of New Jersey, San Mateo County, and the County of orange, among others. We will continue collaborating and remaining in the sights of our customers. Additionally, we will continue keeping Account Managers engaged and trained. Our State and Local Sales VP and Sales Manager will work with OMNIA to develop strategies to implement best practices, such as our successful Play campaign.

Grow: We look forward to increasing our market presence with OMNIA for the contract. While we believe we have had great success with the contract, we realize there is always room for improvement. We would like to expand our collaboration efforts with the OMNIA team, such as increasing our presence at customer sites. Moreover, we believe there is potential for an increase in efforts to drive potential opportunities by ensuring our front line, 22nd Century Account Managers, continue to work in cadence with the OMNIA team. Finally, we know that sharing best practices benefits everyone, and happily agree to help grow OMNIA's national portfolio by sharing some of our best practices with other vendors at the OMNIA partner summit.

Service: We shall continue providing a fully engaged and enthusiastic team to service this contract. Our Account Manager will be providing detailed reports and Quarterly Business Reviews. These allow 22nd Century and OMNIA to define potential areas of growth to continue to increase sales on the contract. Our Marketing Manager will be working with the OMNIA team to develop custom marketing pieces and marketing initiatives to increase contract visibility. He will collaborate to develop ways to drive the business by leading account teams and negotiating with manufacturers.

Our sales teams will work with the OMNIA Partners team to implement, grow and service the national program and it consists of four elements – Marketing, Qualifying, Proposing, and Executing as shown in Table below.

| Marketing | Perform a detailed market analysis including assessment of strategic plans, key drivers, and potential opportunities; share this with our team; launch a targeted marketing campaign aimed at establishing and strengthening customer relationships. Develop and distribute targeted marketing material such as OMNIA brochures and foldouts to all OMNIA customers. Develop "White Papers"—technology briefings for potential customers. Participate in trade shows, conferences, and Vendor Outreach Sessions. Track and manage all marketing activities with 22nd Century's marketing tool. Conduct monthly team meetings to report on marketing activities and discuss the plan forward |
|------------|---|
| Qualifying | Analyze agency forecasts, syndicated data sources (e.g., INPUT), and information gathered directly from the customers to identify potential opportunities. Assess 22nd Century's capabilities against identified opportunities to define a pool of relevant opportunities. Analyze competitive teaming requirements, and staff requirements to assess win odds and make Bid/No-bid decisions. Appoint opportunity lead and respective team members to further develop the opportunity. Identify personnel needs and arrange to fill capability voids. Identify the optimal mix of teammates. Initiate joint call plans and marketing activities to better position 22nd Century. Track the opportunity in CRM |
| Proposing | Conduct task TO proposal kickoff meeting. Identify proposal writing and solution team. Conduct sessions with all relevant team members to identify the best approach to solve TO requirements. Prepare/review technical, management, and past performance storyboards identifying key themes; then make writing assignments based on skill sets. Prepare technical, management, and past performance sections for TO proposal. Conduct Pink, Red, and Gold reviews on technical, management, past performance, and costing. Incorporate review suggestions, finalize/ submit proposal sections. Conduct oral presentations (if required). |
| Executing | Finalize task assignments and subcontractor involvement based on award terms. Develop Project Plan and obtain customer buy-in. |

- Conduct Project Quick Start Session to provide the QA group, senior management, and the project team a common understanding of the requirements.
- Identify QA audits.
- Initiate and perform required TO activities and internal audits to ensure quality deliverables.
- Identify risks and execute mitigation plans.
- Prepare status reports.
- Conduct reviews with the customer and with senior management.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

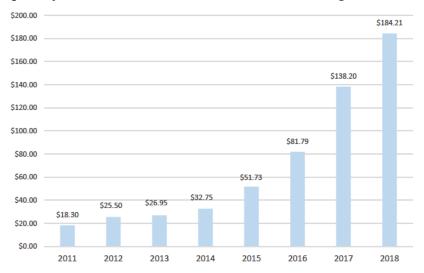
Since 22nd Century has experience of managing similar programs, we expect our management strategy varies greatly from that of any other potential awardee. Working with other programs, we will uncover and resolve roadblocks to the mutual satisfaction of all contract stakeholders; tackle the typical growing 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 provide assistance.

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 OMNIA 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 OMNIA customers to their utmost satisfaction.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

22nd Century sales for 2018 totaled \$184.21 Million. While we cannot provide the requested top 10 Public Agency customers, we provide the top customers from the current contract, based on spend since January 2017. We respect the privacy of our customers, and thus provided spend and contact information separately in a confidential file for those customers willing to be utilized as a reference.



22nd Century's top 10 Public Agency customers

| Name of the Agency | total purchases (2018 – 19) | Key Contact | | | |
|--|--------------------------------|--|--|--|--|
| State of New Jersey. | \$42237545.01 | Daniel Delaney Contract Administrator | | | |
| | | Daniel.delaney@treas.nj.gov 609-984-7917 | | | |
| Fire Department Of The City Of | \$9122394.87 | Andrea Apedo – Semeglo | | | |
| New York | | Andrea.Apedo@fdny.nyc.gov Phone: 718-999-8164 | | | |
| Department of Military Affairs | \$2727473.62 | Joe P. Camit, Director, (904) 823-0239, joseph.m.camit.nfg@mail.mil | | | |
| Governer's Office of Storm Recovery | \$1546265.05 | Kimberly Hettinger SPHR Director of Administration Kimberly.Hettinger@stormrecovery.ny.gov | | | |
| Dallas Area Rapid Transit | \$1303481.39 | Sherre Holmes Contract Specialist Procurement Office 214-749-3118 sholmes@dart.org | | | |
| NY-ITS | \$1296891.35 | William Morehouse Enterprise Network Services (518) 473-9924 w (518) 339-0108 william.morehouse@its.ny.gov | | | |
| DHHS | \$1231895.68 | Joseph Tegtmeier, Manager 302-778-6900 joseph.tegtmeier@state.de.us | | | |
| County of Ventura | \$1218335.42 | Kelly Akers Kelly Akers@ventura.org 805-662-6542 | | | |
| State Board of Elections | \$970127.45 | Shafiq Satterfield, PMP, ITILv3 Computer Networ Specialist Supervisor Desk - (410) 269-2878 Cell - (410) 934-9519 shafiq.satterfield@maryland.gov | | | |
| Metropolitan Transportation Authority | \$711854.76 | Reggie Matela, Director, MTAHQ Procurement, (646) 376-0065 reggie.matela@mtahq.org | | | |

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

22nd Century accepts payment through:

- o Checks
- o EDI
- o EFT (Electronic Funds Transfer)
- o ACH
- Procurement Cards

Please note that we do not accept credit cards for term accounts. 22nd Century supports EFT/ACH formats including CTX, CPT and CCD. We can also send data as a CIF and CSV.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

| \$ 00 in year one |
|-------------------------|
| \$.00 in year two |
| \$.00 in year three |

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

22nd Century does not guarantee sales, but for comparison purposes, we project the following sales for the next three years on the contract, based on the present trajectory of the contract.

\$50.19 Million in year one

\$67.19 Million in year two

\$83.02 Million in year three

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement notto-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

22nd Century currently practices both I and II of this requirement and shall continue to do so. As we treat the agreed-upon discounts as a "not-to-exceed" price, we frequently respond to solicitation with the contract while providing even deeper discounts. However, in a highly competitive market, this is not always possible. Occasionally a customer solicitation triggers lower OEM pricing, based on size of deal and commit to buy, the terms of sale and/or the current competitive initiatives of the manufacturer. In these cases, where the terms of the sale have been altered and we know responding with higher than the Master Agreement price will not lead to winning the business, we must offer the lower price that is not available on the Master Agreement. Following requirement III in these instances would be detrimental to the health of our company, and as a result, our ability to service the contract. We pledge to continue working with partners to negotiate even lower pricing for contract users, offered only through 22nd Century.



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of 20 , between National Intergovernmental Purchasing Alliance Company, a Delaware

| corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and ("Supplier"). |
|--|
| RECITALS |
| WHEREAS, the (the "Principal Procurement Agency") has entered into a Master Agreement effective, Agreement No, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of (the "Product"); |
| WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement; |
| WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies; |
| WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency; |
| WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and |
| WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier. |
| NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual |

covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree

as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.
- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY

WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

- 8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 8 and 12 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.
- 9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

- 10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.
- 13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

- 16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.
- 17. 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 it may be entitled.
- 18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.
 - A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector Attn: President 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

B. Supplier:

22nd Century Technologies, Inc. 220 Davidson Avenue Suite, 118 Somerset, NJ 08873

- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

- 22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

| [22nd Century Technologies, Inc.] Jua Haddis-McKnight | NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR |
|--|--|
| Authorized Signature | Signature |
| Eva Gaddis-McKnight | Sarah Vavra |
| Name | Name |
| Administrator, 22nd Century Technologies, | Sr. Vice President, Public Sector |
| Inc. | Contracting |
| Title and Agency Name | Title |
| 11/12/2019 | |
| Date | Date |

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

ADMINISTRATION AGREEMENT

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "<u>Agreement</u>") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("<u>Principal Procurement Agencies</u>") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "<u>OMNIA Partners, Public Sector</u>") to be appended and made a part hereof and such other public agencies ("<u>Participating Public Agencies</u>") who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the "<u>OMNIA Partners Parties</u>") by either registering on the OMNIA Partners, Public Sector website (<u>www.omniapartners.com/publicsector</u> or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "<u>Master Agreements</u>" (herein so called) to provide a variety of goods, products and services ("<u>Products</u>") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

Exhibit B, continued

- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPQ") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

Exhibit B, continued

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

Date

PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR AND/OR
COMMUNITIES PROGRAM MANAGEMENT,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY D/B/A U.S. COMMUNITIES

Signature
Sarah E. Vavra

NATIONAL INTERGOVERNMENTAL

Jua Gaddis-Mcknight

| Authorized Signature |
|--|
| Eva Gaddis-McKnight |
| Name |
| Administrator, 22nd Century Technologies, Inc. |
| Title and Agency Name |
| 11/12/2019 |
| Date |

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

ADMINISTRATION AGREEMENT

Exhibit C

CONTRACT SALES REPORT

The following Contract Sales Report is to be submitted in Microsoft Excel

| 0. | MNIA PAI | RTNE | RS, PU | BLIC SEC | TOR EXHIBIT | S | | | |
|------------------------------|------------|---------------|---------|---------------|---|------------------------------------|-------------------------------------|----------------|-----------------|
| | | | | | ORTING TEMP | | | | |
| (to | be submitt | ed <u>ele</u> | ctronic | ally in Micro | osoft Excel forma | at) | | | |
| OMNIA Partne | ers, Pub | lic S | Secto | r Contra | ct Sales Mo | nthly Report | | | |
| Supplier Name: | | | | | | | | | |
| Contract Sales Report Month: | | | | | | | | | |
| Contract ID: | | | | | | | | | |
| Supplier Reporting Contact: | | | | | | | | | |
| Title: | | | | | | | | | |
| Phone: | | | | | | | | | |
| Email: | | | | | | | | | |
| | | | | | | | | | |
| Participating Agency Name | Address | City | State | Zip Code | Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier} | Transaction Date (Date of Sale) | Contract Sales for Month (\$) | Admin Fee % | Admin Fee \$ |
| | | | | | | | | | |
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| | | | | | | Report Totals | | | |
| | | | | | | Cumulative Contract Sales | | | |

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

Exhibit D

ACH Payment Information

Payee Information:

OMNIA Partners, Public Sector 840 Crescent Centre Drive Suite 600 Franklin, TN 37067

(866) 408-3077

Financial Institution Information:

ACH Information For: OMNIA Partners, Public Sector

Bank Name: Fifth Third Bank

ACH Routing Transit Number: 064103833

Account Number: 7362195757

OMNIA PARTNERS EXHIBITS EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual:
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan quarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
 - (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

OMNIA PARTNERS EXHIBITS EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

| Does offeror agree? YES _ | EGN | Initials | of | Authorized | Representative | of |
|---------------------------|-----|----------|----|------------|----------------|----|
| offeror | | | | | | |

(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)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

| Does offeror agree? | YES_ | (K) | nitials | of | Authorized | Representative | of |
|---------------------|------|-----|---------|----|------------|----------------|----|
|---------------------|------|-----|---------|----|------------|----------------|----|

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

offeror

(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

(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

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

| Does offeror agree? YES EGM | Initials of Authorized Representative of offero |
|--|--|
| amended—Contracts and subgrants of amounts in exc Federal award to agree to comply with all applicable st Act (42 U.S.C. 7401-7671q) and the Federal Water Pollu | Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as ess of \$150,000 must contain a provision that requires the non- andards, orders or regulations issued pursuant to the Clean Air ution Control Act as amended (33 U.S.C. 1251-1387). Violations d the Regional Office of the Environmental Protection Agency |
| the term of an award for all contracts by Participating Ag agrees to comply with all applicable requirements as refere | re expended by Participating Agency, the offeror certifies that during gency member resulting from this procurement process, the offeror nced in Federal Rule (G) above. |
| Does offeror agree? YES (EGM) | Initials of Authorized Representative of offero |

(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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

| Does offeror agree? YES | EGYP | Initials of Authorized Representative of offero |
|-------------------------|------|---|
| _ | | - |

(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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does offeror agree? YES Initials of Authorized Representative of offeror 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. Does offeror agree? YES (EGM) Initials of Authorized Representative of offeror 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). Does offeror agree? YES (EGM) Initials of Authorized Representative of offeror 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. Does offeror agree? YES Initials of Authorized Representative of offeror CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Does offeror agree? YES EGM Initials of Authorized Representative of offeror CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YES_ _____Initials of Authorized Representative of offeror Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above. Offeror's Name: 22nd Century Technologies, Inc. Address, City, State, and Zip Code: 220 Davidson Avenue, Suite 118, Somerset, NJ 08873

OMNIA PARTNERS EXHIBITS EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

| Phone Number: 888-998-7284 | Fax Number: 73 | 2-537-0888 |
|--|-----------------------------------|------------|
| Printed Name and Title of Authorized Representative: | Eva Gaddis-McKnight, Administrato | or |
| Email Address: govt@tscti. | com | |
| Signature of Authorized Representative | : Tua Gaddis-Mcknight | |

DOC #1 Ownership Disclosure Form

OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

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

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

| Company Name: 2 | 2nd Century Technologies, Inc. | |
|--|---|---|
| Street: 220 Davidson | n Avenue Suite, 118 | |
| City, State, Zip Code: | Somerset, NJ 08873 | |
| Complete as appropriat | <u>e:</u> | |
| I | , certify that I | am the sole owner of |
| incorporated and the pro | , that there are no privisions of N.J.S. 52:25-24.2 do not app | partners and the business is not |
| incorporatea, and the pro | OR: | ριy. |
| <i>I</i> | , a partner in | , do hereby |
| | is a list of all individual partners who d | own a 10% or greater interest therein. I |
| | | orporation or partnership, there is also set |
| | | or more of that corporation's stock or the |
| individual partners ownin | ng 10% or greater interest in that partn | nership. |
| 7 Eva Gaddis-McKnight | OR: | 1 |
| d Cantur (Tachnalarias II | , an authorize | at representative of at the following is a list of the names and |
| addresses of all stockholo | nc, a corporation, ao nereby certify the lers in the corporation who own 10% o | or more of its stock of any class. I further |
| | | poration or partnership, that there is also se |
| | | or more of the corporation's stock or the |
| | ng a 10% or greater interest in that par | |
| (Note: If there are no pa | nrtners or stockholders owning 10% | or more interest, indicate none.) |
| Name | Address | Interest |
| Nana | | |
| None | | |
| | | |
| | | |
| | | |
| I further certify that the s my knowledge and belief. | | nerein, are complete and correct to the best o |
| | | Jua Gaddis-McKnight |
| Date | | Authorized Signature and Title |

OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

| Company Name: 22nd Century Technologies, Inc. |
|--|
| Street: 220 Davidson Avenue, Suite 118 |
| City, State, Zip Code: Somerset, NJ 08873 |
| State of NJ |
| County of Somerset |
| I, Eva Gaddis-McKnight of the Middlesex |
| Name City |
| in the County of Somerset, State of NJ |
| of full age, being duly sworn according to law on my oath depose and say that: |
| I am the Administratorof the firm of22nd Century Technologies, Inc. |
| Title Company Name |
| the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work. |
| I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by |
| 22nd Century Technologies, Inc. Company Name Authorized Signature & Title |
| Subscribed and sworn before me |
| this of day of Nov , 20 19 Common this of day of Nov , 20 19 Common this of Notary Public of Notary Pub |
| wy commission expires 05 - 01 - , 20 LZ |

DOC #3 Affirmative Action Affidavit

SEAL

OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

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

Company Name: 22nd Century Technologies, Inc.

Street: 220 Davidson Avenue, Suite 118

City, State, Zip Code: Somerset, NJ 08873

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

<u>Vendors must submit with proposal:</u>

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

OR

- A photo copy of their <u>Certificate of Employee Information Report</u> OR

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan certificate enclosed

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

| Date | Authorized Signature and Title |
|------------|----------------------------------|
| 11/06/2019 | Jua Gaddis-McKnight Administrato |

Certification 58914

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2018 to 15-APR-2021

22ND CENTURY TECHNOLOGIES, INC 220 DAVIDSON AVE., SUITE 118 SOMERSET NJ 08813

ELIZABETH MAHER MUOIO State Treasurer

OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Jua Gaddis-Mcknight
Signature of Procurement Agent

Requirements for National Cooperative Contract Page 31 of 44

DOC #4 Political Contribution Disclosure Form

22nd Century don't have any political contribution in the State of New Jersey and we will provide this form at the time of Award no later than 10 days to the local unit.

OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

| Name of Business: | |
|---|---|
| I certify that the list below contains the name holding 10% or more of the issued and outs OR | nes and home addresses of all stockholders standing stock of the undersigned. |
| I certify that no one stockholder owns 10% the undersigned. | or more of the issued and outstanding stock of |
| Check the box that represents the type of busine | ss organization: |
| Partnership Corporation | Sole Proprietorship |
| Limited Partnership Limited Liability C | Corporation Limited Liability Partnership |
| Subchapter S Corporation | |
| Sign and notarize the form below, and, if necessa | ry, complete the stockholder list below. |
| Stockholders: | |
| Name: Satvinder Singh | Name: |
| Home Address:11 Rockledge ct, Belle Mead, NJ 08502 | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| | |
| Subscribed and sworn before me this day of 11th NW. 20.(9 (Notary Public) My Commission expires: March 07-2022 | (Affiant) Eva Gaddis-McKnight Asministrator (Print name & title of affiant) (Corporate Seal) |
| Requirements for National | Cooperative Contract |

KULPREET SHIGH

NOTARY PUBLIC OF NEW JERSEY

COMM. # 2356880

MY COMMISSION EXPIRES 3/7/2022

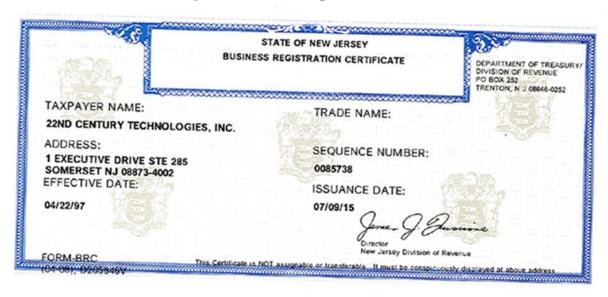
uirements for National Cooperative Contract
Page 36 of 44

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

| | DIVISION OF PURCHASE AND PROPERTY INVESTMENT ACTIVITIES IN IRAN |
|--|---|
| Quote Number: RFP | Bidder/Offeror: 22nd Century Technologies, Inc. |
| FAILURE TO CHECK ONE OF THE BOX Pursuant to Public Law 2012, c. 25, any person or entity to contract must complete the certification below to attest, und | T 1: CERTIFICATION ETE PART 1 BY CHECKING EITHER BOX. ES WILL RENDER THE PROPOSAL NON-RESPONSIVE. that submits a bid or proposal or otherwise proposes to enter into or renew a der penalty of perjury, that neither the person or entity, nor any of its parents, |
| in Iran. The Chapter 25 list is found on the Division's web must review this list prior to completing the below certifica non-responsive. If the Director finds a person or entity to b | reasury's Chapter 25 list as a person or entity engaging in investment activities site at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders tion. Failure to complete the certification will render a bidder's proposal e in violation of law, s/he shall take action as may be appropriate and provideding sanctions, seeking compliance, recovering damages, declaring the party in |
| PLEASE CHECK THE APPROPRIATE BOX: | |
| subsidiaries, or affiliates is <u>listed</u> on the N.J. Depa activities in Iran pursuant to P.L. 2012, c. 25 ("Chapte | that neither the bidder listed above nor any of the bidder's parents, artment of the Treasury"s list of entities determined to be engaged in prohibited er 25 List"). I further certify that I am the person listed above, or I am an officer thorized to make this certification on its behalf. I will skip Part 2 and sign and |
| OR | |
| the Department's Chapter 25 list. I will provide a | er and/or one or more of its parents, subsidiaries, or affiliates is listed on detailed, accurate and precise description of the activities in Part 2 below Failure to provide such will result in the proposal being rendered as non-nections will be assessed as provided by law. |
| THOROUGH ANSWERS TO EACH QUESTION, IF YOU N | RMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE EED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ITIES ENTRY" BUTTON. |
| Name | Relationship to Bidder/Offeror |
| Description of Activities | |
| Duration of Engagement A | inticipated Cessation Date |
| | Contact Phone Number |
| ADD AN ADDITIONAL ACTIVITIES ENTRY | |
| my knowledge are true and complete. I attest that I am authorize acknowledge that the State of New Jersey is relying on the info obligation from the date of this certification through the completion answers of information contained herein. I acknowledge that I am this certification, and if I do so, I recognize that I am subject to comy agreement(s) with the State of New Jersey and that the State unenforceable. | and state that the foregoing information and any attachments thereto to the best of the accurate this certification on behalf of the above-referenced person or entity, ormation contained herein and thereby acknowledge that I am under a continuing on of any contracts with the State to notify the State in writing of any changes to the aware that it is a criminal offense to make a false statement or misrepresentation in riminal prosecution under the law and that it will also constitute a material breach of a at its option may declare any contract(s) resulting from this certification void and |
| Full Name (Print): Eva Gaddis-McKnight | Signature: Jua Gaddis-McKnight |
| Title: Administrator | Date: 11/06/2019 |
| | |

DPP Standard Forms Packet 11/2013

DOC #7 New Jersey Business Registration Certificate



N.J. Department of Treasury - Division of Revenue, On-Line Inquiry



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: 22ND CENTURY TECHNOLOGIES, INC.

Trade Name:

Address: 1 EXECUTIVE DRIVE STE 285

SOMERSET, NJ 08873-4002

Certificate Number: 0085738

Effective Date: April 22, 1997

Date of Issuance: March 03, 2016

For Office Use Only:

20160303115105824

22nd Century will comply with the following New Jersey statutes.

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

Clarification of response to national program. Due EOD, Friday, December 13, 2019

Please elaborate further on the following:

1. What experience does your company have in the public sector (non-Federal) sector (i.e. State, City, Local, K-12, Non-profit, Higher Education, etc)?

Please refer to the following table for the number of our public sector non-federal clients.

| # | Public Sector | Numbers | Services |
|----|------------------|---------|--|
| 1 | State | 41 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 2 | City | 29 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 3 | Local | 38 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 4 | K-12 | 17 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 5 | Non-Profit | 14 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 6 | Higher Education | 26 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 7 | County | 49 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 8 | Transportation | 07 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 9 | Healthcare | 09 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |
| 10 | Legal | 05 | IT, Engineering, Admin, Clerical, Industrial, Healthcare, etc. |

- 2. How many agencies (on average do you serve per year)?
 22nd Century is currently serving more than 200 public agencies for their different services. We have signed contracts with 50+ agencies last year.
- 3. What is the average length of assignment for your workers in the public sector? Generally, the average length of the assignment varies between 06 12 months.
- 4. What percentage of your business in the public sector is IT, Engineering, Administrative Clerical, Industrial & Other?
 - a. What is the top category listed as "other"?



5. How would you intend to promote an OMNIA Partners award on a national basis?

22nd Century will market and promote the contract, through various avenues such as announcements in our publications, website, email campaigns, as well as on the contract's 22nd Century's website page. We look forward to working with OMNIA to develop our marketing strategies even further. During the term of the Master Agreement, 22nd Century intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

22nd Century will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and the 22nd Century. 22nd Century will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within 22nd Century including, Sales, Marketing, Contracting, Training, Operations & Support.

22nd Century marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that will include:

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

22nd Century 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 will 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

6. Provide your plan to support agencies on a national basis from fulfillment to account management.

22nd Century will support agencies on a national basis from fulfillment to account management through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Agency teams
- C. Regular business reviews to monitor program success
- D. General contract administration
- 7. Provide a pricing matrix for all non-UC business for the US. (Rates/Mark-ups may vary by geography and skill set, include wage range or actual mark-ups for a national program). Pricing may be based on UC and/or the national response pricing to negotiate services with the Participating Agencies.

As part of the response to a national program, respondents may consider minimum discount or not-to-exceed price offer to Participating Agencies. Respondents may also consider pricing tiers that make sense for their particular line of products and services. Respondents have the ability to detail the design of services offered. Respondents should identify the services, what is included in each service and indicate how the Respondent (proposes) to price each service. Describe the products offered, include any applicable services and fees.

Please refere to the following excel.

