



22nd Century Technologies, Inc.

SDB Certified | ISO 27001 | ISO 20000 | ISO 9001

Technical Proposal

Response to:
RFQ No.: CRFQ 0212 SWC1600000009
RFQ Title: Temporary Staffing Services



GSA

Schedule
Contract GS35FO579T

Due Date: May 19, 2016



**Right People at
Right Time at Right Price**

05/18/16 14:50:23
WU Purchasing Division

Submitted to:
Attention Buyer: Mark Atkins
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Submitted by:
Eva Gaddis-McKnight, Administrator
22nd Century Technologies, Inc.
1, Executive Drive, Suite # 285
Somerset, NJ 08873
Telephone No: 888-99-TSCTI
Fax No. 501-421-3750
Mailto: govt@tscti.com



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 211609			
Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-22	2016-05-19 13:30:00	CRFQ 0212 SWC1600000009	1

BID RECEIVING LOCATION			
BID CLERK			
DEPARTMENT OF ADMINISTRATION			
PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON	WV	25305	
US			

VENDOR	
Vendor Name, Address and Telephone Number:	22nd Century Technologies, Inc. 1, Executive Drive, Suite # 285 Somerset, NJ 08873 Telephone No: 888-99-TSCTI

FOR INFORMATION CONTACT THE BUYER
Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov

Signature X <i>For Eina Gaudin McKnight</i>	FEIN # 22-3502121	DATE May 13, 2016
---	-------------------	-------------------

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids to establish a statewide open-end contract for 18 specific temporary job classifications commonly required by State Agencies, per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE SERVICES	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description :
 TEMPORARY EMPLOYEE SERVICES

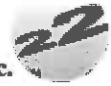
SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-05-05

SWC160000009	Document Phase Final	Document Description STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES	Page 3 of 3
--------------	--------------------------------	---	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Letter of Transmittal

Attn: Mark Atkins
Department of Administration, Purchasing Division

Date: May 19, 2016

On behalf of 22nd Century Technologies, Inc. (22nd Century), I am pleased to present the Department of Administration, Purchasing Division, State of WV (Agency) with our response to the Temporary Staffing Services Request for Quotation (RFQ) CRFQ 0212 SWC160000009.

22nd Century is a matured staffing company, certified as ISO 9001:2008 with over 19 years of experience providing temporary staffing services to government agencies. 22nd Century was incorporated in 1997 in New Jersey as an S-Corporation. 22nd Century has 130+ contracts for providing temporary staffing services to Local and State government agencies. 22nd Century has successfully delivered \$200M+ of temporary staffing services with more than 4 million hours of contractual temporary staffing to federal, state, county and local agencies. I will serve as the primary point of contact for all RFQ-related communications, including any requests for clarification or other communication needed between the Agency and 22nd Century. My contact information is as follows:

Eva Gaddis-McKnight, Administrator
22nd Century technologies, Inc.
1 Executive Drive, Suite # 285,
Somerset New Jersey, 08873-4003

Email: govt@tscti.com
Phone: 888-998-7284
Fax: 501-421-3750
Web: www.tscti.com

22nd Century has demonstrated experience of performing 30 Statewide Temporary Staffing contracts at a high success rate. Having significant experience in providing temporary staffing services under such contracts, we have developed very strong bonding with various State Governments, and few of our prestigious State Clients are listed below:

State of Arizona
State of California
State of Delaware
State of Georgia

State of Hawaii
State of Idaho
State of Maryland
State of Missouri

State of Nevada
State of New Mexico
State of North Dakota
State of Oklahoma

State of Oregon
State of Pennsylvania
State of Utah
State of Wisconsin

As instructed, we have provided one (1) original Technical and One (1) Original cost proposal (no copy of cost proposal) and also acknowledge the receipt of issued addendum no 1. 22nd Century makes the following certifications and guarantees regarding this proposal:

- 22nd Century has capabilities and will perform services throughout the regions mentioned in RFQ.
- 22nd Century will comply with all contract terms & conditions and mandatory provisions identify by "shall" "will" "must" as indicated in this RFQ.
- 22nd Century does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national Origin, or handicap.
- No cost or pricing information has been included in this letter or the Technical Proposal.

I believe that our response meets the requirements as called out in this RFQ. If the Agency determines that 22nd Century's response is deficient in any way, 22nd Century respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this solicitation response to me.

Sincerely,

for Eva Gaddis McKnight

Eva Gaddis-McKnight, Administrator
22nd Century Technologies, Inc.

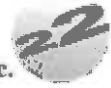


Table of Contents

Qualifications..... 7
Mandatory requirements 7
Performance 12
Payment 13
Travel..... 13
Facilities Access..... 13
Vendor Default..... 13
Miscellaneous..... 14
Purchasing Affidavit..... 15
Vendor Preference 16
Acknowledgement of Addendum..... 17



Qualifications

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

22nd Century Reply: We at 22nd Century Technologies, Inc. (22nd Century) have carefully reviewed all the documents associated with the RFQ. We ensure the Agency that we have all qualifications to perform this contract successfully. We will comply with all mandatory RFQ's requirements in below response sections.

3.1. NOTE: *If a Vendor awarded a contract subsequent to the RFQ observes any periods of shutdowns for more than a public holiday or a weekend that information must be provided to the West Virginia State Agencies that they have provided temporary employees. An emergency telephone number must be supplied to permit the State Agencies a contact at the temporary agency during any overtime hours worked.*

22nd Century Reply: 22nd Century will inform Agency in advance, if deployed temporary employee or 22nd century will observe any off more than a public holiday or weekend. **888-998-7284** is a toll free contact number for all emergency inquiries where Agency's officials can contact for any kind of immediate assistance.

Mandatory requirements

4.1.1 Payment:

4.1.1.1 Agencies shall pay Vendor for all temporary services in accordance with the rates established by the Contract as shown on the Pricing Pages. The only exceptions include overtime and holiday pay and authorized travel. The Vendors billing rate for Each job classifications shall include all costs associated with facilitating the temporary employment (e.g. employee compensation and overhead), as well as any and all insurance, taxes and other costs associated with employment of the Temporary Employees.

22nd Century Reply: 22nd century understands and comply to include employees' compensation, overhead, withholding in our proposed billing rate for each job classification in cost proposal.

4.1.2 Overtime and Holiday Pay:

4.1.2.1 Temporary Employees may work more than forty (40) hours in a week. Any Temporary Employee working in excess of forty (40) hours per week must obtain prior authorization from the agency.

22nd Century Reply: 22nd Century will obtain prior authorization from the agency for any Temporary Employee working in excess of forty (40) hours per week.

4.1.2.1.1 Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate contained on the Pricing Pages for all authorized work in excess of forty (40) hours per week.

22nd Century Reply: 22nd Century agrees to bill 1.5 times of the proposed hourly billing rate to Agency, in case authorized temporary employee works in excess of forty (40) hours per week.

4.1.2.2 Temporary Employees may work on days recognized as a holiday by the State of West Virginia. Vendor shall bill and Agency shall pay 1.5 times the hourly billing rate for any work performed on days recognized as a holiday by the State of West Virginia.

22nd Century Reply: 22nd Century agrees to bill 1.5 times of the proposed hourly billing rate to Agency if any temporary employee will work on days recognized as a holiday by State of West Virginia.

4.1.2.3 In any instance where the Agency is billed 1.5 times the hourly billing rate, Vendor must pay the Temporary employee 1.5 times the Temporary Employee's normal wage.

22nd Century Reply: Hereby we accept and agree to pay extra 1.5 times of the hourly pay rate to temporary employee in all instances where Agency is billed for overtime work (e.g. work in excess of forty (40) hours in week, work on any holiday recognized by Agency).

4.1.3 Fee Adjustment:

4.1.3.1 The State of West Virginia may consider a vendor's request to increase the hourly billing rate only if the federal or state minimum wage rate changes during the life of the contract and that rate change entitles the Temporary Employee to an increased salary. Any adjustment shall be based on the actual dollar value of the increase not a percentage. A request to increase the hourly billing rate by the Vendor may result in a change to the Vendor's priority level.

22nd Century Reply: We agree to submit the request to State of West Virginia to increase the hourly billing rate if the Federal or State minimum wage rate will be changed during the life of the contract and we comply to increase the employee pay rate accordingly. This adjustment will be based on the actual dollar value of the increment instead of percentage. We also understand and accept that any request for increase the bill rate will have a direct effect on our priority level so we will always strive to propose effective rate to remain a first priority for Agency requirements.

4.1.3.2 Any request for an increase should be submitted to the Purchasing Division thirty (30) calendar days prior to the effective date of the increase and the contract may be amended accordingly or cancelled and re-bid. No other increases will be considered.

22nd Century Reply: We agree to submit the increase request to purchasing division thirty (30) calendar days prior to the effective date. We will accept the agency decision if they will amend, cancel or again release the Solicitation.

4.1.4 Time Card:

4.1.4.1 The Vendors shall supply all Temporary employees with time cards. Hours worked shall be reviewed and approved on a daily or weekly basis by the State Agency's area supervisor or designee. Computer generated time keeping is acceptable as long as the time record is updated daily.

22nd Century Reply: We will comply to supply all temporary employees with time cards. All employees deployed by 22nd Century will have time cards and they will get approval for Working hours from Agency's supervisor or other designee. We have provisions for both computer generated and Manual time keeping and update the time records on daily basis.

4.1.5 Conduct and Management:

4.1.5.1 The Vendors shall be responsible for the conduct and management of the Temporary employee provided through this Contract and the Temporary employee are and shall remain the employees of the contractor. The State of West Virginia shall in no way be considered a co-employer.

22nd Century Reply: We have a process at place to deploy and manage temporary employees through the life of contract. We will use our strategic continues staffing and Account Management approach, not only to meet but exceed the expectation of State. Hereby we acknowledge State that all temporary employees deployed by 22nd Century will remain the employees of 22nd Century and State will not be considered a co-employer from anyway.

4.1.6 One-Week Notice of Temporary Employee Replacement

4.1.6.1 Vendors shall provide one week notice, except in cases of a bona fide emergency, should Vendor be required to replace the existing Temporary Employee or provide a new Temporary Employee. The State Agency is not required to justify any request to replace a Temporary Employee, nor are the State Agencies required to give advance notice.



22nd Century Reply: We agree to give one week notice to Agency, except in case of a bona fide emergency. Our Continuous Staffing approach make us able to replace the candidates in very short time period for any case (e.g. Client has issue with employee's performance, employees has an emergency, or any other reason from Client). We accept that Agency is not required to justify any request to replace a Temporary Employee nor required to give advance notice.

4.1.7 Smoke Free and Drug Free:

4.1.7.1 Vendors shall advise their employees that the State Agencies require a smoke free and drug free work place. This Contract may require drug testing of the Vendor's employees for specific placements.

22nd Century Reply: 22nd century has a written Smoke and Drug policy that every employee required to Comply with. We also do drug testing for all employees and share the results with client. We accept and assure Agency that every temporary employee deployed by 22nd Century will maintain a smoke and drug free work place.

4.1.8 Background Check/References:

4.1.8.1 State Agencies may request background checks and/or references for any Temporary Employee. State Agencies may request to interview the Temporary Employee prior to filling the positions to verify the individual has the qualification for the temporary assignment. Please note that, if requested, Vendors will be responsible to pay for background check.

22nd Century Reply: We have a robust process for background and reference checks of the employee. We accept that on Agency request we will conduct all background checks that include but not limited to Educational Verification, Certification check, Employment history verification, Driving License check, SSN check, etc. and share the status with Agency. That all activities will be performed on 22nd Century's expense.

4.1.9 HIPPA

4.1.9.1 The HIPPA requirements are attached. This must be signed by the Vendors and returned prior to issuance of any Contract.

22nd Century Reply: We will provide the HIPPA Business Associate Form prior to issuance of contract to Agency.

4.1.10 Ethics in Public Contracting:

4.1.10.1 Vendors certifies the temporary services contract is entered into without collusion or fraud and the Vendors has neither offered nor received any inducements from any individual(s), public or private, in the preparation and pricing of the services to be provided.

22nd Century Reply: Hereby we certify that we will enter in this contract without any collusion or fraud. We have neither offered nor received any inducements from any individual(s), public or private, in preparation and pricing of the services requested in this RFQ.

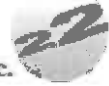
4.1.11 Immigration Reform and Control Act of 1986:

4.1.11.1 Vendors shall provide temporary workers which are in compliance with the Immigration Reform and Control Act of 1986 (or current immigration laws).

22nd Century Reply: We Comply with current immigration laws.

4.1.12 Equal Employment Opportunity:

4.1.12.1 Vendors shall be an Equal Opportunity Employer and shall take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability or political affiliations.



22nd Century Reply: 22nd Century is an Equal Opportunity Employer and we have an affirmative action plan in place to assure Equal Employment Opportunity (EEO). Every recruitment official, hiring authorities and all other employees at 22nd Century are required to comply with EEO policy and never discriminate anybody based on race, color, national origin, ancestry, sex, religion, age, physical handicap, disability or political affiliation etc.

4.1.13 Reports:

4.1.13.1 *In addition to what is covered by the General Terms and Conditions on this solicitation, Quarterly reports required from the Vendors must contain:*

- *Identification of each Temporary Employee (complete name).*
- *Classification of each Temporary Employee.*
- *State Agencies where each Temporary Employee is working.*
- *Number of hours each Temporary Employee has worked (for each quarter, YTD, and since initially beginning work for any State Agency).*
- *The Hourly pay rate for each Temporary Employee.*
- *Total dollars paid to the Temporary Employee.*

NOTE: *These reports are mandatory; failure to adhere to this may result in the cancellation of the Contract. Such reports must be sent electronically (excel document) to each agency utilizing this Contract and to the buyer responsible for this Contract at the Purchasing Division. These reports are due within thirty (30) calendar days after the end of each calendar year quarter.*

22nd Century Reply: 22nd Century agrees and accept to provide quarterly reports to Agency as requested in this section above. We will follow all reporting requirements that include but not limited to: Information provided in reports, reporting format, reporting parameters and reporting schedules etc.

4.1.14 Exception labor Sources:

4.1.14.1 *There are certain labor services available to the State Agencies outside of the temporary services contracts, and the issuance of the temporary service contracts shall not alter or interfere with the existing laws, policies, and/or procedures for the use of these exceptional labor sources. Some example of these sources include:*

- *Division of Personnel's temporary personnel registers.*
- *Other State Agencies.*
- *The CNA.*
- *Prison labor.*
- *Students from institutions of higher learning.*
- *Volunteers.*

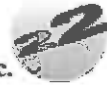
22nd Century Reply: 22nd Century agrees to comply with information given in section # 4.1.14 Exception Labor Sources

4.1.15 Agency Ordering Procedures:

4.1.15.1 *When the Contract(s) are issued, the State Agencies will receive a spreadsheet to identify the lowest cost supplier for each classification, according to regions. In instances where the CNA bids on a Temporary Employee classification, the CNA may receive a first priority contract even though it is not the lowest cost supplier for that classification.*

22nd Century Reply: 22nd Century understand and accept all priorities that Agency is providing for CNA.

4.1.15.2 *If the CNA bids and is awarded a Contract, the CNA will have first priority for providing that Temporary Employee classification even if the CNA is not the lowest cost supplier and State Agencies shall first contact the CNA using TSCS Form (Temporary Services Contract Sheet) or TSCN Form*



(Temporary Services Change Notice) to fill a position in the Temporary Employee classification awarded to the CNA. CNA shall reply to the State Agency within forty-eight (48) hours. A reply from the CNA indicating an unwillingness or inability to supply a Temporary Employee shall operate as a waiver from the CNA and must be retained by the State Agency. When CNA is unable to supply the Temporary Employee, or does not respond to the Agency within forty-eight (48) hours, the awarded Vendor with the lowest hourly rate for that position in the region in question shall be contacted. If the Temporary Employee sent by the CNA is unable or unwilling to perform the job duties, the State Agency may request a waiver from the CNA and contact the next Vendor if a waiver is granted.

22nd Century Reply: We have read and understood the above mentioned statement.

4.1.15.3 A Vendor providing services for this Contract shall respond to any request for a Temporary Employee within forty-eight (48) hours of receiving the request, unless the request is identified by the Agency as an emergency. When a Temporary Employee is required on an emergency basis, the State Agency may require an expedited response from the CNA or a Vendor providing the Temporary Employee under this Contract.

22nd Century Reply: We have set process and approach that make us able to full fill any work request within same day, and under this contract we ensure Agency that we will close all requirements within 48 hours and there will not any delay and will also provide all required support to accomplish any emergency requirement.

4.1.15.4 State Agencies must send a Delivery Order to the Vendor to initiate the procurement of temporary services. The Delivery Order shall contain a description of the services required, job location within the relevant region, job classification, hourly billing rate and number of hours required, and start and end dates of the assignment. All Delivery Orders shall be completed by the ordering State Agency. Waivers from the CNA must be attached to all invoices processed through the West Virginia State Auditor's office.

22nd Century Reply: We have read and understood above mentioned instruction.

4.1.15.5 At the discretion of the West Virginia State Agency, the form attached as Exhibit B Temporary Worker Request Form may be required prior to accepting a Temporary Employee offered by any Vendor. If this form is used, it shall detail the job description, acceptable dress code, overtime requirements, and any other pertinent information the State Agency finds relevant. This will ensure that all Temporary Employees arriving at a West Virginia State Agency will have a full understanding of all that is required of them for the temporary position. If requested by the State Agency, this form must be signed by the Vendor and the Temporary Employee, indicating that both the worker and the Vendor understand and accept the restriction and requirements for the temporary position. The State Agency may also use this form to list any prohibited activities by the Temporary Employee (discussion of pay, cell phone use, internet privileges, tobacco use, etc.).

22nd Century Reply: 22nd Century has read and comply with this section.

4.1.15.6 If CNA or any Vendor has indicated they can fill the position and the temporary worker does not report for the temporary position without a reasonably acceptable explanation (in the opinion of the West Virginia State Agency), the State Agency may then go to the next low bidder to fill the temporary position.

22nd Century Reply: 22nd Century has read and accept the action taken by Agency under this section.

4.1.16 Absent Temporary Workers:

4.1.16.1 All Vendors (including CNA) must notify the West Virginia State Agency immediately upon learning that a Temporary Employee will be tardy or will be absent from work. The Vendor must instruct its employees that they must report absences to the Vendor and Vendor will communicate the absence to the State Agency. Failure to notify the State Agency of an absent employee is grounds to move on to the



next bidder to fill the position. Information for Temporary Employees supplied through the CAN should be reported to the CNA and the CNA will report the absence to the State Agency.

Note: It is strongly recommended to the Vendors that they check with each temporary worker one day prior to the beginning of the assignment to verify the start date. Vendors with a high percentage of "no shows" or a history of sending unacceptable temporary Workers may be removed from the contract.

22nd Century Reply: We have carefully read the agency requirements and assure Agency that any temporary employee deployed by 22nd Century will inform in a day advance if they will be late in reaching to the work site or will be absent, and Account Manager at 22nd Century will inform Agency Official immediately regarding the same.

4.1.17 Removing a Temporary Worker:

4.1.17.1 Whenever a Temporary Employee is to be relieved of duties, the Vest Virginia State Agency shall notify the Vendor. Whenever this removal is due to behavior and/or other unacceptable problem, the Vendor shall assist the State Agency in retrieving the electronic pass card whenever one has been issued.

22nd Century Reply: 22nd Century understands and comply with this section.

4.1.18 Solicitation for Temporary Employee's:

4.1.18.1 Vendor shall not solicit work from the West Virginia State Agencies. When the need arises for a Temporary Employee, the State Agency shall make the necessary contact. Solicitation for work for temporary workers is strictly prohibited.

22nd Century Reply: We understood and comply with this section.

4.1.19 Hiring of Temporary Workers/Credit Applications:

4.1.19.1 There shall be no fee incurred by the State of West Virginia if an Agency decides to hire a Temporary Employee into a permanent position.

22nd Century Reply: We comply with this section.

4.1.19.2 Vendor shall not require a credit application to be completed by any State Agency.

22nd Century Reply: We comply with this section

4.1.19.3 Vendor shall not request nor require any additional forms, policy statements, etc. to be signed by any State Agency.

22nd Century Reply: We comply with this section

4.1.19.4 No additional terms and conditions shall be requested or required by Vendors to any State Agency for any position filled through this contract.

22nd Century Reply: We accept that there will be no addition term and condition will be requested or required by 22nd Century from any State Agency for any position filled under this contract.

4.1.20 Temporary Worker's Job Classifications (job description and requirements will be provided as attachment_1).

22nd Century Reply: We have carefully review all job classifications and job description mentioned in attachment_1. We have all resources, people, process and experience available to full fill al requirements.

Performance

Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this



Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

22nd Century Reply: We have read and agree with this section.

Payment

Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

22nd Century Reply: We will accept the payment in accordance with the payment procedures of the State of West Virginia.

Travel

Vendor will only be paid for Temporary Employee's travel in instances where the State Agency specifically provides written authorization for the Temporary Employee to travel. Vendor shall only bill for time that Temporary Employees are working at a designated temporary employment location or on approved travel. Vendor shall not bill for travel from the Temporary Employee's home to the designated temporary employment location. The Vendor shall be reimbursed for a Temporary Employees travel expenses in accordance with the State of West Virginia travel regulations.

22nd Century Reply: We have carefully read and accept all terms associated with this section.

Facilities Access

Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

22nd Century Reply: We agree to identify the principal service personnel that will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

22nd Century Reply: We are happy to take the responsibility of controlling cards and keys and accept to pay replacement fee, if cards or keys will be lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

22nd Century Reply: We accept and will immediately notify the agency in the case of Lost, stolen, or missing cards or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

22nd Century Reply: We understand and accept that all temporary employee working under this contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

22nd Century Reply: We will inform all staff of Agency's security protocol and procedures.

Vendor Default

22nd Century Reply: We have read and understood each point from 10.1.1. to 10.2.3 of this section and comply with each point. We will maintain all performance standards that Agency is expecting from a successful vendor and comply with all terms and conditions.



Miscellaneous

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

22nd Century Reply: We will assign a single point of contact (Contract manager) to handle response to all work request and inquiries from Agency. Contract manager will ensure and active and effective communication during the tenure of contract. Below given are the information of contract manager during the performance of contract.

Contract Manager	:	Karolina Plan
Email	:	Karolina.plan@tscti.com
Telephone	:	732-658-4023
Fax	:	501-421-3750

Table of Contents

Region 1 3
Region 2 4
Region 3 5
Region 4 6



Region 1

REGION 1:
 NOTE: if you do not cover entire region,
 circle counties where you do supply
 temporaries.

REQUEST FOR QUOTATION
 CRFQ SWC1600000009
 TEMPL6
 Temporary Staffing Services

EXHIBIT A

Hancock	Brooke	Ohio	Marshall	Wetzel	Monongalia	Manon	Hamson	Dodndee	Gilmer	Pleasants	Calhoun	Wirt	Wood	Tyler	Ritchie
Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*											
Accounting Technician 2	\$9.70	\$2.43	\$1.82	\$13.94											
Administrative Services Assistant 1	\$9.00	\$2.25	\$1.60	\$12.84											
Administrative Services Assistant 2	\$11.00	\$2.75	\$2.00	\$15.81											
cook	\$9.00	\$2.25	\$1.60	\$12.84											
Custodian	\$8.75	\$2.19	\$1.64	\$12.58											
Data Entry Operator?	\$9.15	\$2.29	\$1.77	\$13.19											
Executive Secretary	\$12.50	\$3.13	\$2.34	\$17.97											
Groundskeeper	\$8.80	\$2.20	\$1.65	\$12.65											
Health Service Worker	\$11.15	\$2.79	\$2.09	\$16.05											
Laboratory Assistant 3	\$11.80	\$2.80	\$2.05	\$16.65											
laborer	\$8.75	\$2.19	\$1.64	\$12.58											
Mail Runner	\$8.75	\$2.19	\$1.64	\$12.58											
Office Assistant 2	\$9.75	\$2.50	\$1.84	\$13.99											
Office Assistant 3	\$9.00	\$2.25	\$1.60	\$12.84											
Painter	\$8.75	\$2.19	\$1.64	\$12.58											
Paralegal	\$12.50	\$3.13	\$2.34	\$17.97											
Parking Attendant	\$8.75	\$2.19	\$1.64	\$12.58											
Word Processor	\$8.75	\$2.19	\$1.64	\$12.58											
* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate box.															
Vendor Name: 22nd Century Technologies, Inc.															
Contact Person: Eva Gaddis McKnight															
Phone #: 888-998-7784															
Fax #: 301-471-3750															
Email: ewal@tscti.com															
Signature: for Eva Gaddis McKnight															
Date: May 19, 2016															

REGION 1

Please type or write legibly



Region 2

REGION 2:
 If you do not cover entire region,
 circle counties where you do supply
 temporary services.

REQUEST FOR QUOTATION
 CRFQ 0212 SWC160000009
 TEMP16
 Temporary Staffing Services

CGI 10/17/16

Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*
Accounting Technician 2	\$9.70	\$2.43	\$1.82	\$13.94
Administrative Services Assistant 1	\$9.00	\$2.25	\$1.69	\$12.94
Administrative Services Assistant 2	\$11.00	\$2.75	\$2.00	\$15.81
Cook	\$9.00	\$2.25	\$1.69	\$12.94
Custodian	\$8.75	\$2.19	\$1.64	\$12.58
Data Entry Operator 2	\$8.15	\$2.20	\$1.72	\$12.15
Executive Secretary	\$12.50	\$3.15	\$2.34	\$17.99
Groundskeeper	\$8.80	\$2.20	\$1.65	\$12.65
Health Service Worker	\$11.15	\$2.70	\$2.00	\$16.05
Laboratory Assistant 5	\$8.80	\$2.20	\$1.65	\$12.65
Laborer	\$8.75	\$2.19	\$1.64	\$12.58
Mail Roomer	\$8.75	\$2.19	\$1.64	\$12.58
Office Assistant 2	\$8.75	\$2.19	\$1.64	\$12.58
Office Assistant 3	\$9.00	\$2.25	\$1.69	\$12.94
Painter	\$8.75	\$2.19	\$1.64	\$12.58
Paralegal	\$12.50	\$3.15	\$2.34	\$17.99
Parking Attendant	\$8.75	\$2.19	\$1.64	\$12.58
Word Processor	\$8.75	\$2.19	\$1.64	\$12.58

* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate line.

Vendor Name: 22nd Century Technologies, Inc.
 Contact Person: Eva Gadolis-McKnight
 Phone #: 888 998 7284
 Fax #: 501 421-3750
 Email: gord@tscti.com
 Signature: Eva Gadolis McKnight

Date: May 19, 2016

REGION 2

Please type or write legibly



Region 3

REGION 3

NOTE: If you do not cover entire region, circle counties where you do supply temporary staff.

REQUEST FOR QUOTATION
 CRFQ SWC1600000009
 TEMP16
 Temporary Staffing Services

EXHIBIT A

LANIER	Upshur	Randolph	Pendleton	Hardy	Grant	Hampshire	Mineral	Morgan	Berkley	Jefferson	Tucker	Barbour	Taylor	Preston
Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*										
Accounting Technician 2	\$9.70	\$2.43	\$1.82	\$13.94										
Administrative Services Assistant 1	\$9.00	\$2.25	\$1.60	\$12.84										
Administrative Services Assistant 2	\$11.00	\$2.75	\$2.06	\$15.81										
Cook	\$9.00	\$2.25	\$1.60	\$12.84										
Clerical	\$11.75	\$2.71	\$1.82	\$15.78										
Data Entry Operator 2	\$8.15	\$2.29	\$1.72	\$12.15										
Executive Secretary	\$12.50	\$3.13	\$2.34	\$17.97										
Groundskeeper	\$8.80	\$2.20	\$1.65	\$12.65										
Health Service Worker	\$12.15	\$3.04	\$2.28	\$17.47										
Laboratory Assistant 3	\$8.80	\$2.20	\$1.65	\$12.65										
Laborer	\$8.75	\$2.19	\$1.64	\$12.58										
Mail Roomer	\$8.75	\$2.19	\$1.64	\$12.58										
Office Assistant 2	\$8.75	\$2.19	\$1.64	\$12.58										
Office Assistant 3	\$9.00	\$2.25	\$1.60	\$12.84										
Painter	\$8.75	\$2.19	\$1.64	\$12.58										
Paralegal	\$12.50	\$3.13	\$2.34	\$17.97										
Parking Attendant	\$8.75	\$2.19	\$1.64	\$12.58										
Ward Processor	\$8.75	\$2.19	\$1.64	\$12.58										
* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate box.														
Vendor Name: <u>22nd Century Technologies, Inc.</u>														
Contact Person: <u>Eva Gaddis McKnight</u>														
Phone #: <u>888-998-7281</u>														
Fax #: <u>501-421-3750</u>														
Email: <u>govt@tsc2i.com</u>														
Signature: <u>for Eva Gaddis McKnight</u>										Date: <u>May 19, 2016</u>				

REGION 3

Please type or write Legibly



Region 4

REGION 4:

NOTE: If you do not cover entire region,
 circle counties where you do supply
 temporary services.

REQUEST FOR QUOTATION
 CRFQ SWC1600000009
 TDMP16
 Temporary Staffing Services

EXHIBIT A

Classification	Worker pay rate	withholding rate	Overhead rate	Total Rate*
Accounting Technician 2	\$9.70	\$2.45	\$1.82	\$15.97
Administrative Services Assistant 1	\$9.00	\$2.25	\$1.64	\$12.91
Administrative Services Assistant 2	\$11.00	\$2.75	\$2.06	\$15.81
COOK	\$9.00	\$2.25	\$1.64	\$12.91
Custodian	\$8.75	\$2.10	\$1.64	\$12.50
Data Entry Operator 2	\$9.15	\$2.28	\$1.72	\$13.15
Executive Secretary	\$12.50	\$3.15	\$2.34	\$17.99
Groundskeeper	\$8.80	\$2.20	\$1.65	\$12.65
Health Service Worker	\$11.15	\$2.79	\$2.09	\$16.03
Laboratory Assistant 2	\$8.80	\$2.20	\$1.65	\$12.65
Laborer	\$8.75	\$2.10	\$1.64	\$12.50
Mail Runner	\$8.75	\$2.19	\$1.64	\$12.58
Office Assistant 2	\$8.75	\$2.19	\$1.64	\$12.58
Office Assistant 3	\$9.00	\$2.25	\$1.64	\$12.91
Painter	\$8.75	\$2.19	\$1.64	\$12.58
Paralegal	\$12.50	\$3.13	\$2.34	\$17.97
Parking Attendant	\$8.75	\$2.19	\$1.64	\$12.58
WORD PROCESSOR	\$8.75	\$2.19	\$1.64	\$12.58

* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate box.

Vendor Name: 22nd Century Technologies, Inc.
 Contact Person: Eva Gaddis McKnight
 Phone #: 888-998-7284
 FAX #: 501-421-3750
 Email: gowl@tscti.com


Signature: for Eva Gaddis McKnight Date: May 19, 2016

REGION 4

Please type or write legibly




Acknowledgement of Addendum

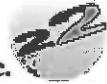
	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 211609			
Doc Description: ADDENDUM_1:			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-11	2016-05-19 13:30:00	CRFQ 0212 SWC1600000009	2

BID RECEIVING LOCATION	
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

VENDOR	
Vendor Name, Address and Telephone Number:	22nd Century Technologies, Inc. 1, Executive Drive, Suite # 285 Somerset, NJ 08873 Telephone No: 888-99-TSCTI

FOR INFORMATION CONTACT THE BUYER		
Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov		
 Signature X	FEIN # 22-3502121	DATE May 13, 2016



ADDITIONAL INFORMATION

ADDENDUM_1: Is issued to publish the vendor questions with responses.
 NO OTHER CHANGES

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE SERVICES	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description :
 TEMPORARY EMPLOYEE SERVICES

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-05-05

	Document Phase	Document Description	Page 3
SWC160000009	Final	ADDENDUM_1: SWC-TEMPORARY STAFFING SERVICES	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC160000009

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

22nd Century Technologies, Inc.

Company

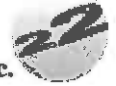
for *Wen Gaudin Mckenzie*

Authorized Signature

May 13, 2016

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Vendor Preference

WV-10
Approved / Revised
08/01/15

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: 22 Century Technologies, Inc.

Signed: *Eva Gaddis McKnight*

Date: May 13, 2016

Title: Administrator

Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: 22nd Century Technologies, Inc.
Authorized Signature: *Anna Maddis-McKnight* Date: May 13, 2016

State of New Jersey
County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 13th day of May, 2016.
My Commission expires March - 07 -, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC *Kulpreet Singh*

Purchasing Affidavit (Revised 08/01/2015)

