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Header 2

 List View


General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 855530

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0613

Vendor ID: 

SO Doc ID: VNF2100000020

Legal Name: 22ND CENTURY TECHNOLOGIES INC


Published Date: 3/17/21

Alias/DBA:

Close Date: 3/25/21

Total Bid: \$3,106,600.00


Close Time: 13:30

Response Date: 

Status: Closed

Response Time:

Solicitation Description:

Responded By User ID: 

Total of Header Attachments: 2

First Name:

Total of All Attachments: 2

Last Name:

Email:

Phone:

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------|-----|------------|------------|-----------------------------|
| 1 | Registered Nurse weekday rate | | | | 483600.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Commodity Line Comments: Registered Nurse - Weekday

Extended Description:

See Attached

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------|-----|------------|------------|-----------------------------|
| 2 | Registered Nurse weekend rate | | | | 186000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Commodity Line Comments: Registered Nurse - Weekend

Extended Description:

See Attached

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|-----|------------|------------|-----------------------------|
| 3 | LPN weekday rate | | | | 1034000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Commodity Line Comments: Licensed Practical Nurse - Weekday

Extended Description:

See Attached

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|-----|------------|------------|-----------------------------|
| 4 | LPN weekend rate | | | | 423000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Commodity Line Comments: Licensed Practical Nurse - Weekend

Extended Description:

See Attached

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|-----|------------|------------|-----------------------------|
| 5 | CNA weekday rate | | | | 700000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Commodity Line Comments: Certified Nursing Assistant - Weekday

Extended Description:

See Attached

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|-----|------------|------------|-----------------------------|
| 6 | CNA weekend rate | | | | 280000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Commodity Line Comments: Certified Nursing Assistant - Weekend

Extended Description:

See Attached



22nd Century Technologies, Inc.



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2019
Largest Staffing
Firms in the US

2019
Largest Staffing
Firms in the US

Centralized Request for Quote (CRFQ) Direct Care Nursing Staffing Services CRFQ-0613-VNF210000020-2



Proposal Due Date: March 25, 2021 at 1:30 PM EST

Submitted To:

David H Pauline
Department of Administration
2019 Washington Street East
Charleston, WV 25305-0130
Phone: 304-558-0067
Email: david.h.pauline@wv.gov

Submitted By:

Eva Gaddis-McKnight, Administrator
22nd Century Technologies, Inc.
8251 Greensboro Drive, Suite 900
McLean, Virginia 22102
Phone: 888-998-7284
Email: sledproposals@tscti.com

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

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COVER LETTER

Attn.: David H Pauline
Department of Administration

March 25, 2021

22nd Century Technologies, Inc. (TSCTI) is pleased to respond to **CRFQ-0613-VNF210000020-2** titled **Direct Care Nursing Staffing Services** where the **West Virginia Purchasing Division (Purchasing Division)** is soliciting bid on behalf of the **WV Veterans Nursing Facility (WVVNF)**, to seeks the services of a qualified vendor to provide direct care staffing, also known as, Registered Nurse(s), Licensed Practical Nurse(s), and Certified Nursing Assistant(s)/Health Service Worker(s).

Incorporated in 1997 in the State of New Jersey, **Headquartered in McLean Virginia**, TSCTI provides nursing/healthcare/medical services to various government health departments, airports, local offices, hospitals, health systems, pharmacies, educational institutes, ambulatory surgery centers, clinical laboratories, physician offices, and medical research centers. Our **23 years** of immense experience will assist the WVVNF to fulfill set program goals. We have access to the greatest number of highly qualified nursing professionals in the industry.

With **D&B Open rating score of 93**, we have been successfully serving a huge customer base with a high level of customer satisfaction. TSCTI has successfully delivered more than **\$50M** of medical staffing services with over **600,000 hours** of medical staffing in the **last five years**. Our contract management approach to deliver such contracts is based on proven life-cycle methodologies and integrates the **HCSS, ASA, HIPPA & OSHA** compliance criteria. We take a collaborative approach to help our clients in providing nursing/medical/healthcare staffing services, ensuring high performance, flexibility, and seamless services to enable better business value. TSCTI has a team of more than **200 domain-specific recruiters** to source, recruit and select the best available medical staff for the WVVNF.

For this program, TSCTI will setup a dedicated team of staff to provide 24x7 support to the WVVNF. TSCTI is actively providing and overseeing disease investigation activities (including case investigation, contact tracing, safe isolation and quarantine, and both clinical and social referrals) for multiple government agencies. With our extensive experience and a strong pool of qualified staff, TSCTI was quickly able to provide prevention services for COVID-19 to our government customers including County of Somerset NJ, Middlesex County Improvement Authority (Roosevelt Care Center Edison) NJ, District of Columbia Department of Health, Health Department of New Jersey, Virginia Department of Health, Michigan Department of Health and Human Services, State of South Carolina, State of Colorado, State of New York, Health Department of Missouri, Health Department of Montana, Health Department of Delaware, Department of Health and Human Services of New Hampshire, Health Department of Mississippi and Alameda-Contra Costa Transit District. Our services include Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, Registered Nurses, RN Supervisor, Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Case Investigation, Physical Therapist, Contact Tracing, Occupational Therapist Assistant, Occupational Therapist, safe isolation and quarantine, clinical and social referrals. In the last 3 months, we have placed and provide 4000+ health staff to handle the

Official Name: 22nd Century Technologies, Inc.
Type of Ownership: Corporation
Month and Year established: Mar 1997
Fed ID: 22-3502121
DUNS Number: 028619588
Telephone No: 888-998-7284
Email: sledproposals@tscti.com

Awards

- ✓ Largest Staffing Firm in USA 2019
- ✓ INC 500 – Fastest-Growing
- ✓ Forbes – Best company to work
- ✓ CRN – 100 fast growth

Strengths

- ✓ ISO 9001 certified recruitment process
- ✓ Resume database of 5M+ candidates
- ✓ 280+ contracts with public sector agencies
- ✓ 200+ domain-specific recruiters
- ✓ D&B Open Customer Score 93
- ✓ DNB Financial Score 80

Direct Care Nursing Staffing Services
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COVID-19 pandemic. With all COVID related experience supporting these government clients, a total 23 years of experience supporting government clients and a strong pool of highly qualified nursing professionals will assist the WVVNF to fulfill set program goals.


TSCTI has a huge clientele in nursing/healthcare/medical industry including but not limited to the **Pima County Arizona, Somerset County, Middlesex County Improvement Authority, Shelby County, Hawaii Health Systems Corporation, Jackson Health System, Maryland Health Benefits Exchange, Office of Temporary and Disability Assistance, State of Colorado, State of Missouri, State of New York, Kalamazoo Psychiatric Hospital, Grady Hospital, Department of Health Social Services (DHSS) Delaware, State of New Jersey, The College of New Jersey, State of Delaware, State of New Hampshire (Department of Health and Human Services), John Hopkins University, State of Mississippi, University of Massachusetts Medical School, Minnesota Department of Corrections, New Jersey Department of Education, Marie Katzenbach School for the Deaf** and many more.

Our largest contract with similar scope is with the State of NJ where we have placed over 4000 healthcare, clinical, nursing, medical professionals to support State's Healthcare facilities. In addition, TSCTI has recently been awarded the Statewide Temporary Staffing Services Contract for the entire Commonwealth of Virginia. TSCTI is the Primary Vendor and till now we have provided 700 temporary employees on this contract and the count is increasing each day. Virginia Department of Health is the biggest department we cater to on this contract with over 300 healthcare staff currently active and working at different sites across VA.

To ensure the success of this contract we will assign a dedicated **Account Manager, Mr. Sandeep Singh** having extensive experience in managing similar medical staffing contracts within the scope as outlined in solicitation. In addition, he has extensive experience in leading all phases of the staffing services life cycle and is particularly adept in facilitating and leading resource need gathering to delivering the right resources within given timeline and budget. With his combined management, technical and staffing subject matter expertise, we are confident that he will lead the proposed team in delivering paramount quality services to the WVVNF on time and within budget.

We acknowledge the issued addendum #1 and agree to all the rules, laws, procedures, terms and conditions specified in the solicitation TSCTI also comply with Federal and West Virginia laws, regulations and rules for the provisions of Direct Care staff in Long-Term Care Facilities. If the WVVNF have any questions regarding this proposal, please feel free to contact me.

Sincerely,



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

8251 Greensboro Drive, Suite 900 McLean, Virginia 22102

Telephone No: 888-998-7284 | **Fax No:** 732-537-0888 | **E-Mail:** sledproposals@tscti.com

TSCTI CAPABILITIES AND EXPERIENCE

TSCTI is one of the fastest growing nursing staffing companies in the States. With presence in all 50 States and 10000 employees nationwide, we have been providing unparalleled nursing/healthcare/medical and technology staffing services to Public and Private sectors for over **23+ years**. Started as a technology staffing company in 1997, we have significantly expanded our healthcare practice to both **Clinical and Non-Clinical** staffing, serving various facilities, healthcare organizations and government agencies. Our **ISO certified** staffing practices and technology driven staffing procedures – from recruitment to onboarding, along with an internal pre-vetted resume database of nursing/healthcare/medical professionals, enable us to serve our customers with their immediate staffing needs.

TSCTI provides quality nursing/healthcare/medical staffing services to **Healthcare, Pharma industrial clients covering Hospitals (Governmental Entities), Departments of Health, Educational Institutes and Medical Research Centers**. We offer nursing/healthcare/medical services with the mission to provide and improve quality of health care professionals because we believe in the holistic approach for our client to help them for achieving their missions of client care, taking care of the disease, finding out solutions of diseases with new long and productive research that maintain health, enhance health and promote a fulfilling life. Whether you are looking to find quality candidate or experienced firm with temp staffing, our 23 years of experience will assist you to fulfill your set goals. Along with quickly achieving staffing levels to maintain your revenue goals and providing solutions for their nursing staffing shortages. We will assist you to meet your needs to fill short-term, long-term and permanent positions and long-term associated health positions. we have access to the greatest number of highly qualified nursing professionals in the industry.

A combination of our experienced management resources and strong bench strength in the local area, plus the size and scale of TSCTI, the WVVNF is relying on 23 years of know-how in operating with government agencies' accounts makes us the best qualified firm to provide the identified services. Our 23 years of experience in providing services on Temporary Nursing/Medical/Healthcare Staffing Services will assist the WVVNF to fulfill its goals. Our Senior Consultants will assist in providing trusted and reliable services. Along with quickly achieving staffing levels to maintain the WVVNF revenue goals and providing solutions for their temporary nursing personnel staffing shortages, we will assist the WVVNF to meet needs to fill short-term, long-term and permanent positions and long-term associated health positions as we have access to the greatest number of highly qualified temporary nursing personnel professionals in the industry.

Below are the few highlights of our firm, which demonstrates key benefits we can offer the WVVNF to achieve contingent staffing goals:

- **Domain Experience:** TSCTI has serviced over 280 public sector agencies, including many educational institutes and Nursing/Medical/Healthcare clients such as **University of Massachusetts Medical School, New Jersey Department of Education, Marie Katzenbach School for the Deaf, The College of New Jersey, Hawaii Health Systems Corporation, Jackson Health System, Maryland Health Benefits Exchange, Office of Temporary and Disability Assistance** and many more. TSCTI's unique, first-hand experience with the similar clients means that WVVNF can select us to help leverage WVVNF spending and implement more efficient processes.
- **Contingent Recruiting:** Our recruiting teams develop customized, targeted recruitment strategies for each client including leading-edge methods to engage and attract staff that best aligns with your organization's culture, mission, and SOW. We have numerous strategies in place to handle large volume/contingency ramp-ups for clients, including our existing employees, proprietary database of

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more than 5M resumes, support from the surrounding TSCTI branch network, subcontracting partners, to name a few.

- **Dedicated Account Management Team:** TSCTI's account management approach for handling contingent staffing contracts ensures that contract requirements and goals are well supported. For WVVNF, we are assigning a dedicated account management team to ensure the right delivery of services. The team will also provide regular and "after-business-hours support", giving 24 hours' support to the WVVNF.
- **Low turnaround time:** Because of our proactive recruiting approach, ISO compliant methodologies, wide ranging sourcing channels, support by over 200 domain specific recruiters, our fill ratio is more than 97% across all job categories. It takes maximum of 4 – 8 working hours to provide a qualified resume. In case of emergency requirement we can provide a qualified resume within 2 hours or less. Resource replacement whenever required is provided within 24 hours.
- **Domain-specific Recruitment:** Unlike many staffing agencies, our recruiting team is comprised of over 200 recruiters with domain-specific experience and knowledge to ensure responsive, high-quality and timely service. By aligning our recruiters by specialization, we utilize their shared experience, networks, and best practices to expand our reach into each specific talent community and build robust talent pipelines.
- **Financially Stable:** TSCTI is a financially stable and growing company. In the year 2019, we were financially evaluated at \$265M. TSCTI does not have any pending merger or financial liabilities which may affect this current contract. TSCTI currently has a credit line of \$25M and has the required financial capacity to provide the services. We do not have any short term or long term debts.
- **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, TSCTI and WVVNF will gain access to analytics that will allow us to determine areas to improve so that the Contract run more efficiently and smoothly. We use Office Clip for Timesheet, QuickBooks for invoicing, and JobDiva as an Applicant Tracking System.
- **Staffing Firm that Delivers the Right Employee:** Our engagement process is focused on our clients and their business needs. This consultative approach, known as our Perfect Fit Program, utilize a talent pool ranging in the thousands to find the perfect candidate to fit the qualifications of a certain position for WVVNF. The Perfect Fit Program includes five phases, which are customized to service your account most effectively.
 - **Customer Analysis** – We document & understand our client's business needs and determine the services that will make the staffing process more efficient and effective.
 - **Sourcing** – Our professional recruiters quickly identify the most qualified candidates using their industry knowledge and the extensive networks of our staffing firm.
 - **Screening** – At TSCTI, we get to know each candidate beyond just their resume. We find out the skills and qualities that will achieve the perfect fit for your position.
 - **Selection** – To complete the hiring process, we ensure all forms, screening, and certifications are verified before the employee starts.
 - **Performance Monitoring** – We continually monitor our performance and the performance of our employees to make sure you are continually satisfied with our service.

TSCTI provides quality nursing/healthcare/medical staffing services to Healthcare, Pharma industrial clients covering Hospitals (Governmental Entities), Departments of Health, Educational Institutes and Medical Research Centers. We offer nursing services with the mission to provide and improve quality of health care professionals because we believe in the holistic approach for our client to help them for

achieving their missions of client care, taking care of the disease, finding out solutions of diseases with new long and productive research that maintain health, enhance health and promote a fulfilling life.

Whether the WVNF is looking to find quality candidate or experienced firm with temp staffing, our experience will assist WVNF to fulfill their set goals. Along with quickly achieving staffing levels to maintain your revenue goals and providing solutions for their nursing staffing shortages. We will assist you to meet your needs to fill short-term, long-term and permanent positions and long-term associated health positions. we have access to the greatest number of highly qualified nursing professionals in the industry. Our area of expertise and healthcare placements include the following:



TSCTI Medical Staff Augmentation

List of agencies where we are providing similar services:

| Name of the Agencies | Healthcare Staff provided | No. of Positions |
|----------------------------|---|------------------|
| State of New Jersey | Psychiatric Nurses, Psychiatrists, Advanced Practitioner Nurses, Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Certified Registered Nurse Practitioners, Bilingual Teen Parenting Program Nurse, Physical Therapists, Certified Medical Assistants, Registered Nurses, Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 4000+ |

| | | |
|--|---|------|
| Department of Health and Human Services in Michigan | Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Skilled Nursing, Nurse Staffing, Personal Care Services, Medical Health Care Staff, Allied Health Care Staff, Cleaning staff, Practical Nurse, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 280+ |
| County of Somerset New Jersey | Psychiatric Nurses Registered Nurses, Licensed Practical Nurses, Advance Practice Nurse (APN Prescriber), Licensed Clinical Social Worker, Licensed Professional Counselor, Counselors, Psychiatric Social Worker, Licensed Psychiatrist, Advance Practice Nurse (APN Prescriber), Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Occupational Therapist, Nurse Supervisor | 250+ |
| Virginia Department of Health | Health Screeners, Case Investigators, Data Analyzers, Contact Tracers Psychiatric Nurses Registered Nurses, Advance Practice Nurse (APN Prescriber), Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Clinical Social Worker, Licensed Professional Counselor, Counselors, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Advance Practice Nurse (APN Prescriber), Nurse Supervisor | 200+ |
| Middlesex County Improvement Authority | Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Psychiatric Nurses, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Supervisor Registered Nurse, Nurse Practitioner, Medical Health Care Staff, Advanced Practice Nurse, Medical Assistant, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor and Healthcare Technician. | 100+ |
| State of New York | Psychiatric Nurses Registered Nurses, Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Advance Practice Nurse (APN Prescriber), Licensed Clinical Social Worker, Licensed Professional Counselor, Counselors, Psychiatric Social Worker, Licensed Psychiatrist, Advance Practice Nurse (APN Prescriber), Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Occupational Therapist | 80+ |
| The Fire Department of the City of New York | Registered Nurse I, Registered Nurse Practitioner II, Registered Nurse Practitioner III, Certified Nursing Assistant, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Registered Nurse I, Healthcare Technician, Licensed Practical Nurse (LPN), Contract Tracers, Physical | 70+ |

| | | |
|--|--|----|
| | Therapist, Occupational Therapist Assistant, Occupational Therapist | |
| New Jersey Department of Education | Registered Nurse, Operating Room Technicians, Medical Assistants, Billing Specialist, Cleaning staff, Customer Service Representative, Case Manager, Claims Specialist, Medical Clerk, IT specialist, Clinical Specialist, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 60 |
| The College of New Jersey | Healthcare Specialist, Medical Billing Specialist, Medical Assistant, Records Clerk, Medical Technician, Computer Analyst, Health Educator, Cleaning staff, Customer Service Representative, Manager, Supervisory Nursing Personnel, Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Physical Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 24 |
| University of Massachusetts Medical School | Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Skilled Nursing, Nurse Staffing, Personal Care Services, Medical Health Care Staff, Allied Health Care Staff, Practical Nurse, Bilingual Teen Parenting Program Nurse, Registered Nurses, Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 20 |
| Marie Katzenbach School for the Deaf | Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor, Personal Care Services, Cleaning staff, Customer Service Representative, Medical Health Care Staff, Allied Health Care Staff, Practical Nurse, Bilingual Teen Parenting Program Nurse, Registered Nurses, Licensed Practical Nurses | 15 |
| Department of Social & Health Services, TX | Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Medical Office Specialist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 15 |
| Department of Social & Health Services, WA | Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Nurse Supervisor, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 15 |
| Department of Human Services, MI | Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Psychiatrists, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 15 |
| California Department of Corrections and Rehabilitation, CA | Physical Therapist, Registered Nurses, Psychiatric Nurses, Cleaning staff, Customer Service Representative, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 15 |

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| National Institutes of Health, MD | Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers, Licensed Clinical Social Workers, Licensed Professional Counselors, Physical Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 11 |
| Naval Medical Center, CA | Cleaning staff, Customer Service Representative, Medical Administrative Support Staff, Speech Language Pathologists, Registered Nurses, Licensed Practical Nurses | 10 |
| Texas Health and Human Services Commission, TX | Psychiatric Nurses, Psychiatrists, Advanced Practitioner Nurses, Certified Registered Nurse Practitioners, Bilingual Teen Parenting Program Nurse, Physical Therapists, Certified Medical Assistants, Registered Nurses, Licensed Practical Nurses, Cleaning staff, Customer Service Representative | 21 |
| Department of Social & Health Services, WA | Occupational Therapist, Charge Nurse, Physician Assistant, Cleaning staff, Customer Service Representative, Certified Pharmacy Technician, Registered Nurses, Licensed Practical Nurses Nurse Practitioner, Certified Nursing Assistant, Nurse Supervisor | 22 |
| California Prison Health Care, CA | Physicians, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Dietician, Psychiatric Nurses (RN), Advance Practice Nurse (APN Prescriber), Licensed Clinical Social Worker, Registered Nurses, Cleaning staff, Customer Service Representative, Licensed Practical Nurses, Licensed Professional Counselor, Counselors | 15 |
| California Department of Corrections and Rehabilitation, CA | Skilled Nursing, Nurse Staffing, Personal Care Services, Medical Health Care Staff, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Licensed Practical Nurses | 17 |
| Department of Human Services, OR | Operating Room Technicians, Medical Assistants, Cleaning staff, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Supervisory Nursing Personnel, Licensed Practical Nurses, Certified Nursing Assistants, Registered Nurses, Licensed Practical Nurses | 12 |
| Department of Human services, MS | Licensed Marriage and Family Therapists, Licensed Clinical Alcohol and Drug Counselors, Physical Therapists, Medical Billers and Coders, Cleaning staff, Customer Service Representative, Registered Nurses, Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Clinic Nurse, Health Assistant, Public Health Nurse, Medical Support Personnel, RN Supervisor | 20 |
| Grady Hospital, GA | Licensed Psychiatrists, Advanced Practice Nurses, Medical Consultant, Registered Nurse, Cleaning staff, Customer | 12 |

Below is the list of clients we serve:

| Healthcare Clients | |
|-----------------------------------|---|
| Hawaii Health Systems Corporation | Jackson Health System |
| Maryland Health Benefits Exchange | Office of Temporary and Disability Assistance |
| State of Colorado | State of Missouri |

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|--|--|
| Somerset County, NJ | Kalamazoo Psychiatric Hospital |
| Grady Hospital | Department of Health |
| Social Services (DHSS) Delaware | State of New Jersey |
| The College of New Jersey | Middlesex County Improvement Authority |
| State of New York | State of Delaware |
| State of New Hampshire (Department of Health and Human Services) | John Hopkins University |
| State of Mississippi | Shelby County |
| University of Massachusetts Medical School | Minnesota Department of Corrections |
| New Jersey Department of Education | Marie Katzenbach School for the Deaf |
| Pima County, Arizona | |

Placements during COVID period

TSCTI is currently involved in providing support to the State Agencies with the current COVID-19 situation by providing Nursing Services, Health Screeners, Case Investigators, Data Analyzers, and Contact Tracers at both County and Regional levels. List of placements done during COVID-19 period till now:

| Client | Job Title | Number of placements |
|---|---|----------------------|
| State of NJ | CNA, RN, LPN, Therapist, Clinic Nurse, Direct Service Associate, Pharmacist, Nurse - Emergency Room, Physical Therapist, Physician, Student Nursing Assistant, Physician Assistant, Paramedic, Health Assistant, Therapist Assistant / Therapist I, Certified Nurse's Aide II, Registered Nurse Manager I | 250+ |
| Virginia Department of Health | LPN, RN, Health Screeners, Case Investigators, Data Analyzers, RN Supervisor, Therapists, Medical Support Personnel and Contact Tracers at both District and Regional levels | 100+ |
| United Medical Center | Registered Nurse, LPN, Phlebotomists Lab Med Techs, Respiratory Therapists, Security Officers, Patient Care Techs and Medical Support Personnel | 70 |
| Middlesex County Improvement Authority (Roosevelt Care Center Edison), NJ | Front Desk Screening, Psychiatrist, Therapist, RN, LPN, CNA, Public Health Nurse | 58 |
| Saint Elizabeth Hospital | CNA, RN, LPN, Clinical Nurse | 20 |
| Department of Health and Human Services in Michigan | RN, LPN, Contact Tracer, Health Assistant | 17 |
| State of Colorado | Health Screener, Contact Tracers, Therapists, RN, LPN | 16 |
| District of Columbia Department of Health <ul style="list-style-type: none"> Stand Up Facility, Washington, DC Children's National Hospital | | |

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| | | |
|--|---|----|
| <ul style="list-style-type: none"> Howard University Hospital George Washington University Hospital MedStar Washington Hospital Center Sibley Memorial Hospital Georgetown University Hospital United Medical Center | RN, LPN, Case Managers, Contact Tracers, RN Practitioners | 11 |
| AC Transit, CA | Temperature Screening Proctors, RN | 3 |
| State of MO | Certified Nursing Assistant | 4 |

Our largest contract with similar scope is with the State of NJ where we have placed over 000 healthcare, clinical, medical professionals to support State's Healthcare facilities. Following is the breakdown of temporary employees:

| Agency name | Total placements |
|--------------------------------------|------------------|
| Ancora Psychiatric Hospital | 450+ |
| Atlantic City Convention Center | 700+ |
| East Orange General Hospital | 2000+ |
| Greystone Park Psychiatric Hospital | 100+ |
| New Jersey Convention and Exposition | 1100+ |
| PNC Arts Center | 3 |
| Trenton Psychiatric Hospital | 400+ |

In addition, TSCTI has recently been awarded the Statewide Temporary Staffing Services Contract for the entire Commonwealth of Virginia. TSCTI is the Primary Vendor and till now we have provided 700 temporary employees on this contract and the count is increasing each day. Virginia Department of Health is the biggest department we cater to on this contract with over 300 healthcare staff currently active and working at different sites across VA.

ADDENDUM ACKNOWLEDGEMENT FORM**ADDENDUM ACKNOWLEDGEMENT FORM**
SOLICITATION NO.: CRFQ VNF210000020

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:

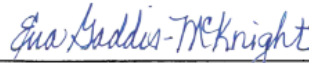
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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




Authorized Signature

03/25/2021

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

| | | |
|---|--|---|
|  | Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 | State of West Virginia Centralized Request for Quote Service - Prof |
| | | |

| | | | |
|---|----------------------------|---------------------------------|----------------|
| Proc Folder: 855530 Doc Description: Direct Care Nursing Staffing Services | | Reason for Modification: | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2021-03-11 | 2021-03-25 13:30 | CRFQ 0613 VNF210000020 | 1 |


BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000118062
Vendor Name : 22nd Century Technologies, Inc.
Address : 8251 Greensboro Drive, Suite 900
Street :
City : McLean
State : Virginia **Country :** Fairfax **Zip :** 22102
Principal Contact : Eva Gaddis-McKnight
Vendor Contact Phone: 888-998-7284 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov


Vendor Signature X **FEIN#** 22-3502121 **DATE** 03/25/2021

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

ADDITIONAL INFORMATION
 The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Nursing Facility in Clarksburg, WV to establish an open-end contract for Direct Care Nursing Staffing Services for the West Virginia Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301, per the attached documentation.

| INVOICE TO | SHIP TO |
|--|--|
| DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US | VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------|-------|------------|------------|--------------|
| 1 | Registered Nurse weekday rate | 7,800 | Hour | \$62.00 | \$483,600.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Extended Description:
 See Attached

| INVOICE TO | SHIP TO |
|--|--|
| DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US | VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------|-------|------------|------------|--------------|
| 2 | Registered Nurse weekend rate | 3,000 | Hour | \$62.00 | \$186,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Extended Description:
 See Attached

Direct Care Nursing Staffing Services
 CRFQ-0613-VNF210000020-2

| INVOICE TO | | SHIP TO | |
|--|----------|--|----------|
| DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY | | VETERAN'S NURSING FACILITY 1 FREEDOMS WAY | |
| CLARKSBURG | WV 26301 | CLARKSBURG | WV 26301 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|--------|------------|------------|----------------|
| 3 | LPN weekday rate | 22,000 | Hour | \$47.00 | \$1,034,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Extended Description:
 See Attached

| INVOICE TO | | SHIP TO | |
|--|----------|--|----------|
| DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY | | VETERAN'S NURSING FACILITY 1 FREEDOMS WAY | |
| CLARKSBURG | WV 26301 | CLARKSBURG | WV 26301 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|--------------|
| 4 | LPN weekend rate | 9,000 | Hour | \$47.00 | \$423,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Extended Description:
 See Attached

Direct Care Nursing Staffing Services
 CRFQ-0613-VNF210000020-2

| INVOICE TO | | SHIP TO | |
|--|----------|--|----------|
| DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY | | VETERAN'S NURSING FACILITY 1 FREEDOMS WAY | |
| CLARKSBURG | WW 26301 | CLARKSBURG | WW 26301 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|--------|------------|------------|--------------|
| 5 | CNA weekday rate | 25,000 | Hour | \$28.00 | \$700,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Extended Description:
 See Attached

| INVOICE TO | | SHIP TO | |
|--|----------|--|----------|
| DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY | | VETERAN'S NURSING FACILITY 1 FREEDOMS WAY | |
| CLARKSBURG | WW 26301 | CLARKSBURG | WW 26301 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|--------|------------|------------|--------------|
| 6 | CNA weekend rate | 10,000 | Hour | \$28.00 | \$280,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 85101601 | | | |

Extended Description:
 See Attached

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|-------------------------------------|------------|
| 1 | Technical Questions Due 2:00 pm EST | 2021-03-16 |

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Revised 01/09/2020

Head Office: 8251 Greensboro Drive, Suite 900 McLean, Virginia 22102 Phone: 888-998-7284
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3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award _____ and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

Revised 01/09/2020

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

As described in the Specifications

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 01/09/2020

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

Revised 01/09/2020

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Revised 01/09/2020

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

Revised 01/09/2020

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Eva Gaddis-McKnight, Administrator
(Name, Title)
Eva Gaddis-McKnight, Administrator
(Printed Name and Title)
8251 Greensboro Drive, Suite 900 McLean, Virginia 22102
(Address)
888-998-7284 / 732-537-0888
(Phone Number) / (Fax Number)
sledproposals@tscti.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

22nd Century Technologies, Inc.
(Company)
 Eva Gaddis-McKnight, Administrator
(Authorized Signature) (Representative Name, Title)
Eva Gaddis-McKnight, Administrator
(Printed Name and Title of Authorized Representative)
03/25/2021
(Date)
888-998-7284 / 732-537-0888
(Phone Number) (Fax Number)

PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: *Eva Maddis-McKnight* Date: 03/22/2021

State of New Jersey

County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of March, 2021.

My Commission expires 03/07, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

Kulpreet Singh

Purchasing Affidavit (Revised 01/19/2018)

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

| |
|---------------------------------|
| DATE (MM/DD/YYYY) 03/19/2021 |
|---------------------------------|

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | |
|---|---|--------------------------------------|---------------|--|-------|-------------------------------------|-------|--------------------------------|-------|-------------|--|-------------|--|-------------|--|
| PRODUCER InsureYourCompany.com An ISU Network Member 225 Gordons Corner Road Suite 1H Manalapan NJ 07726 | CONTACT NAME: Benjamin Levenson PHONE (A/C No. Ext): (888) 242-4675 FAX (A/C. No): (732) 862-1177 E-MAIL ADDRESS: Ben@insureyourcompany.com <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Atlantic Specialty Insurance Company</td> <td style="text-align: center;">27154</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td style="text-align: center;">25011</td> </tr> <tr> <td>INSURER C : Hartford Insurance</td> <td style="text-align: center;">30104</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Atlantic Specialty Insurance Company | 27154 | INSURER B : Wesco Insurance Company | 25011 | INSURER C : Hartford Insurance | 30104 | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Atlantic Specialty Insurance Company | 27154 | | | | | | | | | | | | | | |
| INSURER B : Wesco Insurance Company | 25011 | | | | | | | | | | | | | | |
| INSURER C : Hartford Insurance | 30104 | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED 22nd Century Technologies Inc 220 Davidson Avenue, Suite 118 Somerset NJ 08873 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 121728 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL/Auto Deductible \$2500 <input checked="" type="checkbox"/> Contractual Liability <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | X | 711016584-0002 | 02/07/2021 | 02/07/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADVJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | X | 711016584-0002 | 02/07/2021 | 02/07/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 50,000 Deductible \$ 1,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | X | 711016584-0002 | 02/07/2021 | 02/07/2022 | EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WWC3483989 | 07/31/2020 | 07/31/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability/E&O | X | X | 760010565-0001 | 02/07/2021 | 02/07/2022 | \$10,000,000 Each Claim / \$10,000,000 Aggregate |
| C | 3rd Party Fidelity Crime Bond | X | X | 13TP0322385 | 02/07/2021 | 02/07/2022 | \$5,000,000 Each Loss / \$5,000,000 Aggregate |
| A | Cyber Liability | X | X | 760010565-0001 | 02/07/2021 | 02/07/2022 | \$5,000,000 Each Claim / \$5,000,000 Aggregate |
| C | EPL-Employment Practices Liab. | X | X | 13KB0343846 | 11/18/2020 | 11/18/2021 | \$1,000,000 Each Claim / \$1,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured only if there is a written contract.

| | |
|--|---|
| CERTIFICATE HOLDER Department Of Administration Purchasing Division 2019 Washington Ste Charleston WV 25305 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Benjamin Levenson</div> |
|--|---|

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 CERT NO:121728 Benjamin Levenson 03/19/2021



10. MISCELLANEOUS:

- 10.1 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:

Contract Manager: Sandeep Singh

Phone Number: Office: 703-286-7655

Cell: _____

Fax: 703-436-2147

Email Address: sandeeps@tscti.com

TSCTI LICENSE



2020 Corporation Annual Report

Unified Business Identifier:UF000207650001 For filing with the West Virginia Secretary of State
 a Business for West Virginia Partner
 tel: (304) 558-8000

| | |
|--|---|
| Business Legal Name | 22ND CENTURY TECHNOLOGIES, INC. |
| WV Effective Date | 08/07/2012 |
| Charter Type | Foreign |
| Class | For Profit |
| Organization Type | Corporation |
| Home State | NJ |
| Business Purpose | 5613 |
| Business Purpose Description | Employment Services (placement, executive search, temporary help, professional employer orgs) |
| Business Purpose County | Out of State |
| Principal Office | 220 DAVIDSON AVENUE SUITE 118 SOMERSET , NJ 08873 |
| Mailing Address | 220 DAVIDSON AVENUE SUITE 118 SOMERSET , NJ 08873 |
| Local Office | 220 DAVIDSON AVENUE SUITE 118 SOMERSET , NJ 08873 |
| Agent of Process | NATIONAL REGISTERED AGENTS, INC. 1627 QUARRIER ST CHARLESTON , WV 25311-2124 |
| President Information | SATVINDER SINGH 1 EXECUTIVE DRIVE SUITE 285 SOMERSET , NJ 08873 |
| Director Information | SATVINDER SINGH 1 EXECUTIVE DRIVE, SUITE 285 SOMERSET , NJ 08873 |
| Subsidiary Information | Satvinder Singh 220 Davidson Avenue Suite 118 Somerset , NJ 08873 |
| WV County | Out of State |
| Company Email | efiling@tscti.com |
| Number of West Virginia resident employees | 2 |
| Filing Date | 06/22/2020 |
| Total Number of Employees | 4000 |
| Company Website Address | |
| Are you a scrap metal dealer or recycler? | No |
| Is this a minority owned business? | Yes |
| Is this a woman owned business? | No |
| Do you own or operate more than one business in West Virginia? | No |
| Number of businesses | |
| Number of counties | |

Head Office: 8251 Greensboro Drive, Suite 900 McLean, Virginia 22102 Phone: 888-998-7284

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2020 Corporation Annual Report

Unified Business Identifier: UF000207650001 For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Does your organization employ individual(s) who currently serve or someone who has served as a member of the United States Armed Forces? No

How many

Does the owner of the organization currently serve or has served as a member of the United States Armed Forces? No

Would you like to be contacted by a WVSBC business coach? No

I certify the information provided is true. I further certify that I am an officer or individual holding a power-of-attorney and am duly authorized to file this report on behalf of the corporation, as required by the West Virginia Code. I agree that the electronic entry of my name below represents my signature and authorization for this filing.

Satvinder Singh
Authorized By

DIRECTOR
Capacity

Exhibit A - CRFQ VNF21*20

Direct Care Nursing Staffing Pricing Page

| Item No. | Description Of Services | Estimated Hours Per Contract Year | Hourly Rate/ Unit Price | Extended Total |
|-----------------|--|--|--------------------------------|-----------------------|
| | Base Year One | | | |
| | Registered Nurse Shifts - Base Year One | | | |
| 1 | Weekday Rate | 7,800 | \$ 62.00 | \$ 483,600.00 |
| 2 | Weekend Rate | 3,000 | \$ 62.00 | \$ 186,000.00 |
| | Licensed Practical Nurse Shifts - Base Year One | | | |
| 4 | Weekday Rate | 22,000 | \$ 47.00 | \$ 1,034,000.00 |
| 5 | Weekend Rate | 9,000 | \$ 47.00 | \$ 423,000.00 |
| | Certified Nursing Assistant Shifts - Base Year One | | | |
| 7 | Weekday Rate | 25,000 | \$ 28.00 | \$ 700,000.00 |
| 8 | Weekend Rate | 10,000 | \$ 28.00 | \$ 280,000.00 |
| | Renewal Year One | | | |
| | Registered Nurse Shifts - Renewal Year One | | | |
| 10 | Weekday Rate | 7,800 | \$ 62.00 | \$ 483,600.00 |
| 11 | Weekend Rate | 3,000 | \$ 62.00 | \$ 186,000.00 |
| | Licensed Practical Nurse Shifts - Renewal Year One | | | |
| 13 | Weekday Rate | 22,000 | \$ 47.00 | \$ 1,034,000.00 |
| 14 | Weekend Rate | 9,000 | \$ 47.00 | \$ 423,000.00 |
| | Certified Nursing Assistant Shifts - Base Year One | | | |
| 16 | Weekday Rate | 25,000 | \$ 28.00 | \$ 700,000.00 |
| 17 | Weekend Rate | 10,000 | \$ 28.00 | \$ 280,000.00 |
| | Renewal Year Two | | | |
| | Registered Nurse Shifts - Renewal Year Two | | | |
| 19 | Weekday Rate | 7,800 | \$ 62.00 | \$ 483,600.00 |
| 20 | Weekend Rate | 3,000 | \$ 62.00 | \$ 186,000.00 |
| | Licensed Practical Nurse Shifts - Renewal Year Two | | | |
| 22 | Weekday Rate | 22,000 | \$ 47.00 | \$ 1,034,000.00 |
| 23 | Weekend Rate | 9,000 | \$ 47.00 | \$ 423,000.00 |
| | Certified Nursing Assistant Shifts - Renewal Year Two | | | |
| 25 | Weekday Rate | 25,000 | \$ 28.00 | \$ 700,000.00 |
| 26 | Weekend Rate | 10,000 | \$ 28.00 | \$ 280,000.00 |

Continued on Next Page

| Renewal Year Three | | | | |
|--|--------------|--------|----------|-------------------------|
| Registered Nurse Shifts - Renewal Year Three | | | | |
| 28 | Weekday Rate | 7,800 | \$ 62.00 | \$ 483,600.00 |
| 29 | Weekend Rate | 3,000 | \$ 62.00 | \$ 186,000.00 |
| Licensed Practical Nurse Shifts - Renewal Year Three | | | | |
| 31 | Weekday Rate | 22,000 | \$ 47.00 | \$ 1,034,000.00 |
| 32 | Weekend Rate | 9,000 | \$ 47.00 | \$ 423,000.00 |
| Certified Nursing Assistant Shifts - Renewal Year Three | | | | |
| 34 | Weekday Rate | 25,000 | \$ 28.00 | \$ 700,000.00 |
| 35 | Weekend Rate | 10,000 | \$ 28.00 | \$ 280,000.00 |
| Grand Total | | | | \$ 12,426,400.00 |

| Vendor Information | |
|---------------------------|--|
| Printed Name | Eva Gaddis-McKnight |
| Title | Administrator |
| Signature |  |
| Phone | Office: 888-998-7284 |
| Fax | 732-537-0888 |
| Email | sledproposals@tscti.com |

Company: [22nd Century Technologies, Inc.](#)