

22nd Century Technologies, Inc.

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State of Nebraska RFP 6322 Z1 Temporary Medical Staffing Services

Due by: September 2, 2020 at 2:00 p.m. Central Time

Technical Proposal



Dianna Gilliland / Connie Heinrichs State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

Submitted by:

22nd Century Technologies, Inc. 220 Davidson Avenue, Suite 118, Somerset, NJ 08873 Phone: 888-99-TSCTI (87284) | Fax: 732-537-0888

Email: sledproposals@tscti.com

TSCTI claims that information contained in our proposal, such as, contact information of proposed staff, technical and management approach, subcontractor details and price quote is confidential and proprietary. Disclosure of this information can be used by our competitors to underprice us on future bids, reverse-engineer aspects of TSCTI'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 FOIA disclosure.

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Transmittal Letter

September 02, 2020

Attn: Dianna Gilliland / Connie Heinrichs State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

Thank you for providing the opportunity to conduct business with The State of Nebraska (State), Nebraska Department of Health and Human Services (DHHS), Nebraska Department of Correctional Services (NDCS) and Nebraska Department of Veterans' Affairs (NDVA). 22nd Century Technologies, Inc. (TSCTI) is pleased Request for Proposal (RFP) Number 6322 Z1 where the State of Nebraska (State) is looking for a qualified bidder to provide Temporary Medical Staffing Services.

Incorporated in 1997 in the State of New Jersey, TSCTI provides medical/health/nursing 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 State to fulfill set program goals. We have access to the greatest number of highly qualified medical 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 State.

Official Name: 22nd Century Technologies, Inc. Type of Ownership: S – Corporation

Month and Year established: Mar 1997 Fed ID: 22-3502121

DUNS Number: 028619588 Size of the Company: 10000 Website: www.tscti.com

HQ Address: 220 Davidson Avenue, Suite 118

Somerset, NJ 08873

Local Address: 5601 South 59th Street Lincoln,

NE 68516

Telephone No: 888-998-7284 E-Mail: sledproposals@tscti.com

Our Vision

Client satisfaction through motivated staff

Our Commitment

Right People, on Right Time, at Right Price

Awards

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

Strengths

- ✓ ISO 9001 compliant 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

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, Pathologist, Psychiatrist ,Contact Tracing, Therapist Assistant, Occupational Therapist, Dental, safeisolation and quarantine, clinical and social referrals. In the last 3 months, we have placed and provide 4000+ health staff to handle the 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 State 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.

TSCTI possess immense experience working with the State of Nebraska where TSCTI is providing service on contract – State of Nebraska NASPO – Temporary Professional Employment Services. Our largest contract with similar scope is with the State of NJ where 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. Our largest contract in the State of Virginia is with Commonwealth of Virginia, where as a single staffing provider on 8 service lots to the Commonwealth and its authorized users. 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 TSCTI will setup a dedicated team of staff to provide 24x7 support to the State and TSCTI will assign a dedicated Account Manager, Mr. Sandeep Singh which will be a key personnel for this contract.

He has experience working closely with the Health Department of the State Of New Jersey, South Carolina Department of Health and Environmental Control, State of New York, Commonwealth of Virginia, Department of Health and Human Services in Michigan, Stand Up Facility DC, Children's National Hospital, Howard University Hospital, George Washington University Hospital, MedStar Washington Hospital Center, Sibley Memorial Hospital, Georgetown University Hospital, United Medical Center, Sing Sing Correctional Facility in Ossining NY and more where he implemented emergency measures and providing access to care for COVID-19 and other medical, behavioral and social needs. Also possess extensive experience in managing similar temporary staff augmentation 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 time line 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 State on time and within budget.

TSCTI will provide temporary staffing services in all of the city facility locations as mentioned in the Attachment One for facility address locations.

The attached TSCTI response addresses all requirements identified in the solicitation and comply with all applicable Federal, State, local laws, rules, and regulations. We acknowledge the issued addendum #1, #2, #3, #4 and #5 and agree to all the rules, regulations, laws, procedures, terms and conditions specified in the solicitation. Should you have any questions regarding this proposal, please feel free to contact me. We look forward to a mutually rewarding partnership.

Sincerely,

Eva Gaddis-McKnight, Administrator

Jua Gaddis-McKnight

22nd Century Technologies, Inc.

220 Davidson Avenue, Suite 118, Somerset, NJ 08873

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

TSCTI Response to Sections II through VII

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

- If only one Party has a particular clause then that clause shall control;
- If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- 3 If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

- The contract resulting from this Request for Proposal shall incorporate the following documents:
 - Request for Proposal and Addenda;
 - Amendments to the Request for Proposal; Questions and Answers; b.
 - C.
 - d. Bidder's proposal (Request for Proposal and properly submitted documents);
 - The executed Contract and Addendum One to Contract, if applicable; and,
 - Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

- 2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:
 - Amendment to the executed Contract with the most recent dated amendment having the highest
 - b. Addendum One to the executed Contract,
 - The executed Contract and any additional attached Addenda:
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - The original Request for Proposal document and any Addenda, and
 - The Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

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B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful bidder. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

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The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Contractor will not substitute any item that has been awarded without prior written approval of SPB

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		**	

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Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or

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omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

3. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

4. ATTORNEY GENERAL

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Failure for any temporary professional staff to appear for a scheduled shift without the Contractor providing a proper notice according to Section V.I.1-2., prior to the start of their shift shall result in the agency assessing liquidated damages to the Contractor in the amount of the full extended cost of the temporary professional staff's shift. Contractor will be notified in writing when liquidated damages are imposed.

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

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S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. PERSONAL HEALTH INFORMATION (PHI)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		~	

Contractor agrees to:

- 1. To use and disclose PHI only as permitted or required by this Contract or as required by law.
- 2. Use reasonable safeguards to prevent use or disclosure of PHI not otherwise provided for by this Contract.
- 3. Immediately report to agency any unauthorized use or disclosure of PHI not otherwise provided for by this Agreement once Contractor becomes aware of such unauthorized use or disclosure, including any remedial action taken or proposed to be taken by Contractor with respect to such unauthorized use or disclosure. Contractor shall cooperate with NDCS to mitigate any harmful effects of such unauthorized use or disclosure.
- 4. To require any subcontractors and agents, to whom Contractor provides PHI obtained under this Agreement, to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Contractor. Such agreement shall include a provision requiring the subcontractor and/or agent to notify Contractor of any instances of unauthorized use or disclosure of PHI provided by Contractor/Provider.
- To disclose to Contractor's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
- Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
- 7. Make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of NDCS available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Contractor's compliance with HIPAA. Contractor shall immediately notify NDCS upon receipt by Contractor of any such request, and shall provide NDCS with copies of any such materials.
- 8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by Contractor on behalf of NDCS which Contractor or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If Contractor is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as Contractor or subcontractor/agent has possession or access to PHI.

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9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contact without penalty if it determines, in its sole discretion that Contractor or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.

U. OFFICE OF PUBLIC COUNSEL (Statutory) (DHHS USE ONLY)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

V. LONG-TERM CARE OMBUDSMAN (Statutory) (DHHS & NDVA USE)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

W. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders:
 - an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - Contractor intentionally discloses confidential information;
 - Contractor has or announces it will discontinue support of the deliverable; and,
 - In the event funding is no longer available.

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X. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- Transfer all completed or partially completed deliverables to the State;
- Transfer ownership and title to all completed or partially completed deliverables to the State; Return to the State all information and data, unless the Contractor is permitted to keep the information or 3. data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- 4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
- 5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
- Return or vacate any state owned real or personal property; and,
- Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

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B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html
- The completed United States Attestation Form should be submitted with the Request for Proposal response.
- 3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(EGM)			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

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E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation, travel and delivery charges fully prepaid by the contractor, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the Initial Term Year 1 (first year) of the contract. Any yearly request for a price increase for the wages for any staffing position subsequent to the first year of the contract shall not exceed the annual percentage of change of the Producer Price Index of the preceding 12-month period- # PCU561380561380104, Temporary help services, medical, not seasonally adjusted, unless documentation is provided to substantiate a greater amount. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of ninety (90) days prior to the end of the year preceding the year for which the price increase is sought. Documentation may be required by the State to support the price increase. Acceptable documentation includes but is not limited to wage information in Nebraska from the Bureau of Labor Statistics and/or Producer Price Index (PPI) Industry data for staffing services (except PEOs) – Temporary help services, medical, not seasonally adjusted - # PCU561380561380104.

Price increase requests must also include the wage paid directly to the temporary staff provided by the Contractor and administrative fees of the Contractor. Any price increase shall be at the sole discretion of the State.

State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

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The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
- Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well

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as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liabilit	y limits are allowed to satisfy the higher limit.
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice
Qualification Under Nebraska Excess Fund	Сар
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of sul	brogation in favor of the State of Nebraska."
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Lia Additional Insured and the policies shall be primary and any be considered secondary and non-contributory as additional	insurance or self-insurance carried by the State shall

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the State Purchasing Buyer, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau RFP#: 6322 Z1 Attn: Dianna Gilliland 1526 K Street, Suite 130 Lincoln, NE 68508 Dianna.gilliland@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		50	

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State

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will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. For any temporary professional staff provided by Contractor that does not return their facility keys, access badges, or other state property upon vacating or completing their assignment, the agency will deduct the amount of the unreturned keys, access badges, or other state property from the Contractor's subsequent payment. The agency will notify the Contractor of the amount that will be deducted from the subsequent payment which will be based on the actual cost to replace the item(s).

O. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

Contractor's personnel must comply with all agency and facility location requirements or policies, including personnel carrying proper identification upon their person. All personnel shall comply with agency rules and regulations and policies related to security.

Contraband shall not be introduced into any state facility; such items include, but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. All personnel may be subject to search upon entering and exiting facility grounds.

P. NDCS SECURITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
(EGM)		100	

- Contractor's personnel shall be subject to Nebraska Department of Correctional Services' (NDCS)
 background security checks prior to their arrival on site, and will carry proper identification with them at all
 times while on facility grounds.
- Contractor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an

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inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact become known.

- Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Contractor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
- 4. Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.
- 5. The Contractor and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
- 6. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, Contractor will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06.

Q. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		**	

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

S. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

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T. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

U. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		***	

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

- 1. Invoices shall include at a minimum:
 - a. Staff's name;
 - b. Position (provide a list of the abbreviations used);
 - c. Hourly rate;
 - d. Pay Code (i.e. Regular, OT or Holiday, etc.);
 - e. Date(s) services were provided (billing week shall be Monday through Sunday);
 - f. Number of hours worked, per date(s) of service, during invoice period;
 - g. Facility where services were provided;
- h. Total invoice amount.

The work week shall be defined as Monday through Friday. The weekend, for the State's purposes is Saturday and Sunday.

Holidays are midnight to midnight; only if scheduled' Holiday pay is not a given for temporary staff.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

- 2. Invoices shall be sent to:
 - Nebraska Department of Health and Human Services
 Addresses provided on Attachment One to the attention of the Business Office.
 - Nebraska Department of Correctional Services Accounts Payable
 P.O. Box 94661
 Lincoln, NE 68509-4661

Or via e-mail to: DCS.AccountsPayable@nebraska.gov Accounts Payable Contract: 402-479-5715

Nebraska Department of Veterans' Affairs
 Accounting email addresses provided on Attachment One for each location.

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D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		_	

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM		"	

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
EGM			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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CORPORATE OVERVIEW

This section documents the requirements that should be met by bidders in preparing the Corporate Overview.

A. BIDDER IDENTIFICATION AND INFORMATION

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

Founded on March 24th, 1997, Incorporated in the State of New Jersey TSCTI range of staffing solutions and geographic coverage has grown steadily over the years to match the needs of our clients. TSCTI began as a provider of temporary staffing and became one of the leading vendors in public contracting business today. TSCTI has evolved into a national workforce solutions provider with a breadth of specialty businesses. In addition to Medical/Healthcare/Nursing talent, TSCTI employees work for our customers in a variety of assignments from light industrial, office/clerical, contact center, and marketing to specialty service lines focused on social services, finance and accounting, engineering, IT, and law, among others.

Key Statistics

- Successfully delivered \$500M+ of staffing services with more than 10M hours of contractual staffing to federal, state and local agencies
- Operating as Corporation with D&B open rating 93
- Over 280 clients, including 65% of the state and local government entities
- 18 locations throughout the nation with 10000+ employees
- \$265M revenue for FY 2019
- A proprietary database of over 5M resumes
- The industry experts have consistently recognized our expertise and high standards of service through a wide range of awards, such as

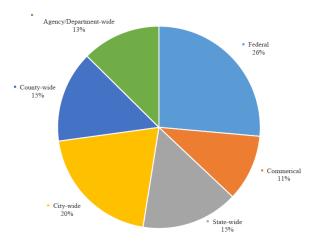


With over two decades of experience in providing complete staffing solution from MSP program to recruitment services to payroll services, TSCTI maintains a formal state and local government practice as one of our industry specialties. TSCTI has presence in 27 counties and 50 states across the nation. Our broad experience teaches us that every client has a blend of staffing requirements. That is why we provide a variety of staffing services, from the Healthcare/Medical/Nursing to Accounting function to the Clerical function; or from the Project Management role to the Labor role. Being able to fill these skill gaps ensures

our clients will operate at peak performance every day. Following table encompasses the information about TSCTI.

Firm's Legal Name 22nd Century Technologies, Inc. Mr. Satvinder Singh Name of the Owner **Company's Headquarters** 220 Davidson Avenue Suite, 118 Somerset NJ 08873 **State of Incorporation** New Jersey 888-998-7284 **Phone Number** Fax: 732-537-0888 sledproposals@tscti.com **Email** S – Corporation **Ownership Structure** March 24th, 1997 **Date of Establishment Number of employees** 10000 DUNS # | 028619588 Fed ID 22-3502121 Website www.tscti.com

In the last 23 years, we have successfully acquired, managed and delivered a variety of staffing contracts (the majority of these being very similar to the State requirements and provided thousands of staff resources in temporary medical/healthcare/nursing services on diverse platforms to government agencies. At TSCTI, we work seamlessly together as one firm to serve our clients whenever they need us. A pie chart illustration of TSCTI's staffing contracts is provided, demonstrating our ability to operate in a diverse environment.



Services offered:

TSCTI's Type of Services						
Office staffing	Industrial Staffing					
TSCTI is specialized in the temporary and permanent	TSCTI Industrial serves clients requiring employees in					
placement of front & back office, BPO, administrative,	such areas as assembly, production, machine operation					
clerical & logistics, warehousing & delivery staff. To	and mechanical trades, warehousing, packaging,					
provide the right combination of personnel and skills,	shipping and receiving. Our specialized service focuses					
we focus on the following business areas:	on different industrial sectors where flexibility and					
Administrative/Clerical	qualified employees contribute to our client's					
Accountants	competitiveness, for example:					
Auditors/Financial Analyst	General Labor					
Accounts Specialists/Collectors	Worker					
Assistants/ MIS/ Data entry operators	Custodian Worker					
Customer Service/ product promoters	Ironworkers					
Human Resources	Operators					
Data Entry Technician	Field Services Worker					
Receptionist	Fire Inspector					
BPO/KPO	Maintenance Worker					
 Front & Back office/ Administration 	Food Worker					
Secretarial/PA	Helper					
Office Specialist	Laundry Equipment Operator					
Sales & Marketing teams etc.	Work Crew					

Professional Staffing: Our Professional Staffing comprises the business lines Information Technology, Engineering, Finance. In Information Technology, we provide temporary assignments and permanent positions for IT developers, IT technician, programmers, consultants, project managers, data entry specialist, systems engineers or analysts, and IT support for any industry.

Light Industry Staffing which includes Workers, laborers, technicians, material handlers, Janitors, Electricians, Maintenance Technicians, Facilities Engineers, Warehouse Workers, Maintenance Worker, Diesel Mechanics etc.

Medical Staffing which includes Registered Nurse, CNA, LPN, Dentist, Dental Assistant, RN Supervisor, Nurse Supervisor, Licensed Alcohol and Drug Counselor, Licensed Mental Health Practitioner, Licensed Practical Nurse (LPN), Compact Traveling and International Nurse, Medical Record Clerk, X-Ray Technician, Nursing Assistant, Nurse Practitioner, Therapist, Occupational Therapist, Optometrist, Pharmacist, Pharmacy Technician, Phlebotomist, Physician and many more.

In addition, TSCTI is providing payroll services to various departments of the State of MI and successfully done payrolling for clients as large as over 3000 employees (for State of NJ) under a single contract and for smaller agencies with 80 employees (County of Ventura, CA), 50 employees (Lansing Board of Water & Light). Along with state agencies, TSCTI has over 60 Federal agencies who are being provided payroll services while maintaining accuracy and relevance of all aspects of payroll process. TSCTI has been successfully serving the customer with secure data, automated filling and payment and better internal controls, through accuracy and automation process.

B. FINANCIAL STATEMENTS

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the contractor's financial or banking organization. If the contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference. The contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist. The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

TSCTI Financial Statement is provided below:

Financial Statement 2019



22nd Century Technologies, Inc. and Subsidiaries

CONSOLIDATED FINANCIAL STATEMENTS

Years Ended September 30, 2019 and 2018



22nd Century Technologies, Inc. and Subsidiaries Table of Contents September 30, 2019 and 2018

	Pages
Independent Auditors' Report	1
Consolidated Financial Statements:	
Consolidated Balance Sheets	3
Consolidated Statements of Comprehensive Income	4
Consolidated Statements of Changes in Stockholders' Equity	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7



We have audited the accompanying consolidated financial statements of 22nd Century Technologies, Inc. and Subsidiaries (a New Jersey corporation) which comprise the consolidated balance sheets as of September 30, 2019 and 2018, and the related consolidated statements of comprehensive income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

Greensboro 328 E. Market Street, Suite 100 Greensboro, NC 27401 336.275.1686 Raleigh 2501 Atrium Drive, Suite 500 Raleigh, NC 27607 919.782.3444

www.wopcpa.com

Wilmington 1508 Military Cutoff Road, Suite 300 Wilmington, NC 28403 910.509.0803



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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of 22nd Century Technologies, Inc. and Subsidiaries as of September 30, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Raleigh, North Carolina

Williams Drerman Pierce, LLP

April 15, 2020

Greensboro 328 E. Market Street, Suite 100 Greensboro, NC 27401 336.275.1686 Raleigh 2501 Atrium Drive, Suite 500 Raleigh, NC 27607 919.782.3444

www.wopcpa.com

Wilmington 1508 Military Cutoff Road, Suite 300 Wilmington, NC 28403 910.509.0803

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22nd Century Technologies, Inc. and Subsidiaries Consolidated Balance Sheets September 30, 2019 and 2018

	ACCETO	2019	8 8	2018		
	<u>ASSETS</u>					
Current Assets:						
Cash and cash equivalents	\$	22,426,590	\$	1,024,194		
Accounts receivable, net		60,117,041		53,076,398		
Unbilled revenue		-		1,923,830		
Prepaid expenses and other current assets	ē	3,556,607		2,987,211		
Total current assets		86,100,238		59,011,633		
Property and equipment, net		167,453		715.147		
Other assets		1,419,786		943,742		
Total assets	\$	87,687,477	\$	60,670,522		
<u>LIABILITIES AND</u>	LIABILITIES AND STOCKHOLDERS' EQUITY					
Current Liabilities:						
Accounts payable	\$	17,056,792	\$	10,701,149		
Accrued liabilities		9,451,758	38.500	4,428,974		
		32 32.				
Total current liabilities	,	26,508,550		15,130,123		
Commitments and contingencies						
Stockholders' Equity: Common stock (\$0 par value; 5,000 shares authori: 1,818 and 1,333 shares issued and outstanding a						
September 30, 2019 and 2018, respectively)		5,001,000		5,001,000		
Additional paid-in capital		320,329		320,329		
Accumulated other comprehensive loss		(153,336)		(130,312)		
Retained earnings		56,010,934		40,349,382		
Total stockholders' equity		61,178,927		45,540,399		
	\$	87,687,477	\$	60,670,522		

See accompanying notes to consolidated financial statements.

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22nd Century Technologies, Inc. and Subsidiaries Consolidated Statements of Comprehensive Income For the Years Ended September 30, 2019 and 2018

	-	2019		2018
Revenues Cost of revenues	\$_	254,132,720 178,805,974	\$ 	184,461,154 124,543,930
Gross profit		75,326,746		59,917,224
Operating expenses: Sales and marketing General and administrative Total operating expenses	_	1,261,927 41,020,558 42,282,485	: -	1,856,217 27,779,081 29,635,298
Operating income		33,044,261		30,281,926
Other income	_	617,291		240,541
Net income		33,661,552		30,522,467
Other comprehensive loss: Foreign currency translation adjustments	_	(23,024)	_	(22,247)
Total comprehensive income	\$ _	33,638,528	\$_	30,500,220

See accompanying notes to consolidated financial statements.

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22nd Century Technologies, Inc. and Subsidiaries Consolidated Statements of Changes in Stockholders' Equity For the Years Ended September 30, 2019 and 2018

	Comm	on C	took		Additional Paid in	,	Accumulated Other Comprehensive		Retained		Total Stockholders'
	Shares	0113	Amount	·	Capital		Loss	720	Earnings		Equity
Balance as of October 1, 2017	1,333	\$	5,001,000	\$	320,329	\$	(108,065)	\$	33,899,885	\$	39,113,149
Distributions									(24,072,970)		(24,072,970)
Foreign currency translation adjustment							(22,247)				(22,247)
Net income		_		_				_	30,522,467		30,522,467
Balance as of October 1, 2018	1,333		5,001,000		320,329		(130,312)		40,349,382		45,540,399
Issuance of common stock (1)	485										
Distributions									(18,000,000)		(18,000,000)
Foreign currency translation adjustment							(23,024)				(23,024)
Net income	9	_				8 R_	<u> </u>	100	33,661,552		33,661,552
Balance as of September 30, 2019	1,818	\$_	5,001,000	\$_	320,329	\$_	(153,336)	\$_	56,010,934	\$_	61,178,927

^{(1) -} During the year ended September 30, 2019, the Company issued 485 shares of common stock for a note receivable. Refer to Note 1 for additional information.

See accompanying notes to consolidated financial statements.

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22nd Century Technologies, Inc. and Subsidiaries Consolidated Statements of Cash Flows For the Years Ended September 30, 2019 and 2018

	_	2019	2018
Cash flows from operating activities:			
Net income	\$	33,661,552 \$	30,522,467
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization Changes in operating assets and liabilities:		802,140	2,076
Accounts receivable		(7,040,643)	(17,457,724)
Unbilled revenue		1,923,830	(29,565)
Prepaid expenses and other current assets		(1,092,420)	(655, 164)
Other assets		(476,044)	55,375
Accounts payable		6,355,643	6,947,714
Accrued liabilities	_	5,022,784	1,283,376
Net cash provided by operating activities	÷	39,156,842	20,668,555
Cash flows from investing activities:			
Advances to related party		Ē	(1,000,000)
Payments received on note receivable from related party		500,000	500,000
Purchases of property and equipment	_	(254,446)	(482,286)
Net cash provided by (used in) investing activities	_	245,554	(982,286)
Cash flows from financing activities:			
Distributions paid		(18,000,000)	(24,072,970)
Proceeds from line of credit		11,800,000	-
Payments for line of credit	_	(11,800,000)	51
Net cash used in financing activities	_	(18,000,000)	(24,072,970)
Net increase (decrease) in cash and cash equivalents		21,402,396	(4,386,701)
Cash and cash equivalents, beginning of year	_	1,024,194	5,410,895
Cash and cash equivalents, end of year	\$_	22,426,590 \$	1,024,194
Supplemental disclosure of non-cash investing and financing activities:			
Issuance of common stock through a note receivable	\$_	4,939,784 \$	-

See accompanying notes to consolidated financial statements.

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1. Organization and Description of Business

Organization

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

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

2. Summary of Significant Accounting Policies

Basis of Accounting

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

Preparation of Consolidation

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

Use of Estimates

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

Foreign Currency Translation

Operations outside the United States include subsidiaries in India and Canada. Assets of foreign operations are less than 1% of the Company's total assets.

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

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Foreign currency transaction gain (losses) resulting from exchange rate fluctuations on transactions denominated in a currency other than the functional currency were not material for the years ended September 30, 2019 and 2018.

Cash and Cash Equivalents

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

Accounts Receivable and Allowance for Doubtful Accounts

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

The allowance for doubtful accounts is determined based on specific identification of balances, the collection of which, in management's opinion, is doubtful. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. At September 30, 2019, the Company's allowance for doubtful accounts was \$892,774. At September 30, 2018, no allowance for doubtful accounts was considered necessary.

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets primarily consist of amounts paid for goods and services that will benefit future periods. These balances will fluctuate from year to year depending on the timing of the underlying expenses and payments as of year-end.

Property and Equipment

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

Equipment 3-5 Years
Furniture and fixtures 7 Years
Software 3 Years
Vehicle 5 Years
Capitalized work in progress 3 Years

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

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

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Other Assets

Other assets includes deposits for office space leased by the Company under various operating leases, investments in joint ventures accounted for using the equity method of accounting, and a deposit for taxes with the Internal Revenue Service.

Deferred Rent

The Company accounts for rent expense under non-cancelable operating leases with scheduled rent increases on a straight-line basis over the lease term beginning with the effective lease commencement date. The excess of straight-line rent expense over scheduled payment amounts is recorded as a deferred rent obligation. The deferred rent balances were \$502,797 and \$356,055 at September 30, 2019 and 2018, respectively, and are included in accrued liabilities on the accompanying consolidated balance sheets.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments, which includes cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable, and accrued liabilities, approximates fair values at September 30, 2019 and 2018.

Issuance of Common Stock

During the year ended September 30, 2019, the Company issued 485 shares of \$0 par value common stock in exchange for a note receivable from a stockholder in the amount of \$4,939,784. The note accrues interest at 3% per annum and is due and payable upon demand by the Company any time after February 1, 2024 or upon liquidation, sale, or change in control, whichever is earlier. No amounts were paid by the stockholder related to the note receivable as of September 30, 2019. In accordance with Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 505, *Equity*, the full amount of the note receivable has been recorded as contra equity netted against common stock on the accompanying consolidated statements of changes in stockholders' equity as of September 30, 2019.

Revenue Recognition

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

Cost of Revenues

Costs of revenue includes personnel and other operating costs, including payments to subcontractors, directly relating to the delivery of the Company's services.

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Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$1,274,532 and \$1,780,211 for the years ended September 30, 2019 and 2018, respectively.

Income Taxes

22nd Century Technologies Inc. has elected to be taxed under subchapter S of the Internal Revenue Code. Under this provision, 22nd Century Technologies Inc. does not pay federal corporate income tax on its taxable income. Instead, the stockholders are liable for their share of 22nd Century Technologies Inc.'s taxable income. A similar election was made pursuant to New Jersey statue resulting in minimum tax at the corporate level. Accordingly, no provision has been made for U.S. federal or state income taxes.

22nd Century Technologies Inc. files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The statute of limitations for returns filed within these jurisdictions is generally three years after the return is due or filed, whichever is later. Management believes 22nd Century Technologies Inc. is no longer subject to U.S. federal and state income tax examinations by tax authorities for years prior to 2016.

22nd Century Software Solutions Private Limited and 22nd Century Canada file separate corporate tax returns in the countries in which they do business. Income tax and deferred income tax provisions for the years ended September 30, 2019 and 2018 were insignificant. Therefore, such provisions are not included in the accompanying consolidated financial statements.

Uncertain Tax Positions

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

As of September 30, 2019, the Company does not believe that it has taken any positions that would require the recording of any additional tax liability, nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next year.

Recent Accounting Pronouncements Not Yet Adopted

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers* ("Topic 606"), which supersedes the revenue recognition requirements in ASC 605, *Revenue Recognition*. This ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract.

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The effective date of ASU No. 2014-09 was amended by ASU No. 2015-14. Therefore, the ASU will be effective for the Company for the year ended September 30, 2020. Further ASUs (ASU No. 2016-08 and 2016-10) have been issued to clarify Topic 606 for principal and agent considerations and performance obligations and licensing implementation guidance. The Company is assessing the potential effects on future consolidated financial statements.

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

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. Under the new guidance, lessees will be required to recognize a lease liability and a right-of-use asset for all leases (with the exception of short-term leases) at the commencement date. This ASU is effective for fiscal years and interim periods within those years beginning after December 15, 2020. The Company is assessing the potential effects on future consolidated financial statements.

3. Concentrations

Credit Risk

The Company maintains cash balances at various financial institutions which are insured by the Federal Deposit Insurance Corporation up to \$250,000. At September 30, 2019 and 2018, the Company's cash balances in excess of the federally insured limit were \$18,352,708 and \$8,413,531, respectively.

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

Major Customers

The Company had three major customers who together accounted for approximately 46% of revenues earned for the year ended September 30, 2019 and approximately 45% of receivables at September 30, 2019.

Revenues earned and receivables due from these customers were as follows:

	2019 Revenues	Percentage of Revenues	Receivables at Year-End	Percentage of Receivables
Customer A	\$ 48,842,225	19%	\$11,167,784	19%
Customer B	42,474,550	17%	11,909,206	20%
Customer C	26,436,006	<u>10%</u>	3,632,787	<u>6%</u>
	\$117,752,781	46%	\$26,709,777	45%

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The Company had four major customers who together accounted for approximately 40% of revenues earned for the year ended September 30, 2018 and approximately 50% of receivables at September 30, 2018.

Revenues earned and receivables due from these customers were as follows:

	2018 <u>Revenues</u>	Percentage of Revenues	Receivables at Year-End	Percentage of Receivables
Customer A	\$27,618,128	15%	\$8,856,102	17%
Customer B	25,591,831	14%	5,770,705	11%
Customer C	12,534,697	7%	5,648,089	11%
Customer D	7,282,152	4%	5,902,483	<u>11%</u>
	\$73,026,808	<u>40%</u>	\$26,177,379	<u>50%</u>

4. Property and Equipment

Property and equipment consisted of the following at September 30:

	2019		2018
Equipment	\$ 852,120	\$	554,431
Furniture and fixtures	462,765		445,429
Software	83,173		26,447
Vehicles	35,087		-
Capitalized work in progress	35,566		38,239
Leasehold improvements			4,373
•	1,468,711		1,068,919
Less: accumulated depreciation			
and amortization	(1,301,258)	_	(353,772)
	\$ <u>167,453</u>	\$	715,147

Depreciation and amortization expense for the years ended September 30, 2019 and 2018 were \$802,140 and \$2,076, respectively.

5. Commitments and Contingencies

Operating Leases

The Company leases office space under various operating lease agreements expiring between March 2022 and December 2025. Monthly rent payments for these leases range from \$500 to \$30,807 per month. Total rent expense for the years ended September 30, 2019 and 2018 were \$958,438 and \$727,593, respectively.

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Future minimum rental commitments under the above leases are summarized as follows:

Years Ending September 30:

2020	\$ 989,612
2021	736,335
2022	744,910
2023	756,459
2024	740,819
Thereafter	 813,592

\$ 4,781,727

Litigation

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

Warranties and Indemnifications

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

6. Loan Facility

The Company has a line of credit from a commercial bank amounting to \$6,000,000. Interest is payable at a rate per year equal to the LIBOR daily floating rate plus 2.75%. The line of credit is secured by Company's fixed deposit made with Bank of the same amount. At September 30, 2019, the Company has deposited all amounts that were withdrawn during the year from the facility and therefore, there is no outstanding balance at September 30, 2019. There was no outstanding balance at September 30, 2018.

7. Related Party Transactions

Joint Ventures

The Company has a joint venture agreement with Advanced Alliant Solutions ("AAS") wherein the Company provides IT support services. There are multiple parties and no defined ownership interest percentages stated in the joint venture agreement. During the years ended September 30, 2019 and 2018, the Company recognized revenue of \$48,842,225 and \$27,618,128, respectively, from AAS. At September 30, 2019 and 2018, the Company had receivable balances from AAS of \$11,167,784 and \$8,856,102, respectively, which are included in accounts receivable on the accompanying consolidated balance sheets.

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The Company has an interest in Candor Solutions ("Candor"), formerly known as 22^{nd} Century Team, LLC, a corporate joint venture in which the Company provides IT support services. The investment is accounted for using the equity method and represents a 49% ownership interest in the joint venture. The balance of this investment at September 30, 2019 and 2018 was \$0. During the years ended September 30, 2019 and 2018, the Company recognized revenue of \$5,707,640 and \$12,534,697, respectively, from Candor. At September 30, 2019 and 2018, the Company had receivable balances from Candor of \$2,429,871 and \$5,648,089, respectively, which are included in accounts receivable on the accompanying consolidated balance sheets. Additionally, during 2018, the Company loaned Candor \$1,000,000 of which \$500,000 was outstanding at September 30, 2018. During the year ended September 30, 2019, Candor fully repaid the remaining \$500,000.

The Company has interests in various corporate joint ventures ranging from 49% to 51%. These investments are accounted for using the equity method. At September 30, 2019 and 2018, the balances in these joint ventures totaled \$11,490 and are included in other assets on the accompanying consolidated balance sheets. During the years ended September 30, 2019 and 2018, the Company recognized revenue of \$183,576 and \$140,304, respectively, from these related party entities.

8. Employee Benefit Plan

The Company has a defined contribution 401(k) plan (the "Plan") that covers Company employees who meet certain eligibility requirements. The Plan provides for employer contributions based on employee contributions as well as additional discretionary contributions. The Company made matching contributions of \$423,656 and \$379,829 during the years ended September 30, 2019 and 2018, respectively.

9. Subsequent Events

Management has evaluated subsequent events through April 15, 2020, the date which the consolidated financial statements were available to be issued. No significant subsequent events have been identified by management, other than those described below.

In January 2020, \$1.0 million was received from one of the Company's stockholders to pay down the note receivable entered into in connection with the issuance of common stock.

On January 30, 2020, the World Health Organization ("WHO") announced a global health emergency in response to the widespread outbreak of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 outbreak") and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Company's consolidated financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Company is not able to estimate the effects of the COVID-19 outbreak on its consolidated results of operations, financial condition, or liquidity for fiscal year 2020.

C. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

No, change of ownership or control is anticipated during the twelve (12) months following the proposal due date.

D. OFFICE LOCATION

The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

For this contract, TSCTI will utilize its local office located at: 5601 South 59th Street Lincoln, NE 68516

All other paperwork and financial work will be done at our HQ located at: 220 Davidson Avenue, Suite 118, Somerset, NJ 08873

E. RELATIONSHIP WITH THE STATE

The contractor should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

No such contracts exist.

F. BIDDER'S EMPLOYEE RELATIONS TO THE STATE

If any Party named in the contractor's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No such relationship exists.

G. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default. It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare. If at any time during the past five (5) years, the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

TSCTI is not using any subcontractors and no TSCTI contract is terminated in last 5 years.

H. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The contractor should provide a summary matrix listing the contractor's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the contractor during its evaluation of the proposal.

The contractor should address the following:

- 1. Provide narrative descriptions to highlight the similarities between the contractor's experience and this Request for Proposal. These descriptions should include:
 - a. The time period of the project;
 - b. The scheduled and actual completion dates;
 - c. The Contractor's responsibilities;
 - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- 2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- 3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

TSCTI is not utilizing any subcontractors. Below are the TSCTI 3 similar project descriptions:

Project #1

a. Time Period: 6 years

b. The Scheduled and actual completion dates: Nov 2016 – Nov 2022

- c. Contractors Responsibilities: TSCTI is currently working with Department of Health and Human Services in Michigan to fulfill their supplement staffing needs caused by COVID-19. We are serving Psychiatry Facilities located in Saline and Westland where we have provided 25 nurses in a span of 2 weeks and many are scheduled to join at the end of this month. Our COVID-19 Health Care Associated Infections Nurse Consultant provides guidance to health facilities within the department to execute COVID-19 related recommendations and policies. Our team is conducting disease investigation activities and risk assessments with staff to determine exposure to COVID-19 through healthcare practices. TSCTI provides assistance to Long Term Care Facilities (LTCFs), group homes, and other healthcare facilities for COVID-19 prevention, case and outbreak investigation, testing, and infection control activities. We coordinates with Disease Control staff on policy and protocol development regarding patient movement (e.g. hospital admission/discharge). We coordinates with the mobile assessment team and other partners for COVID-19 testing support to facilities and coordinates infection control strike teams for provision of onsite infection control support to LTCFs. We are responsible to develops, informs, and distributes COVID-19 guidance documents for infection control in collaboration with department and other partners.
- d. Customer Name: State of Michigan (Department of Health and Human Services)

Contact Person: Sarah Walter **Telephone Number:** 517-256-4237

Facsimile Number:

Email Address: WalterS6@michigan.gov

e. Project Description: State of Michigan (Department of Health and Human Services) was looking for a qualified vendor to provide temporary staffing services at DHHS. TSCTI was selected as a qualified vendor for this contract and is providing services on various job titles since November 2016. TSCTI is providing services on various healthcare/nursing/medical job titles which includes the following Certified Nurse's Aide, Certified Registered Nurse Anesthetist, Psychiatric, Licensed Practical Nurse, Nurse - Emergency Room, Nurse Practitioner, Paramedic, Licensed Psychological Associate, Licensed Psychologist, Physician, Physician Assistant, Registered Nurse, Registered Nurse Manager, Respiratory Therapist, Student Nursing Assistant, Therapist Assistant / Therapist, Licensed Marital and Family Therapy, Social Worker – Long Term Care, Physical Therapist, Counselor, Dentists, Health Care Manager, Clinical Social Worker, Master Addictions Counselor, Speech Pathologist, Psychiatrist, Dental Hygienists, Licensed Psychologist, Compliance Officer, Phlebotomist and many more.

Project #2

- **a. Time Period:** 7 years with further renewal years
- b. The Scheduled and actual completion dates: Dec 2012 Ongoing
- c. Contractors Responsibilities: TSCTI has a statewide contract with the Commonwealth of Virginia and is providing case investigation, contact tracing, safe isolation and quarantine, clinical and social referrals services to the Virginia Department of Health. VA DOH is the largest department we cater to on this contract with over 1,000 temporary employees currently active and working at different sites across VA. To combat the spread of COVID-19, TSCTI has provided Nurses (700+) Case Investigator (200+), Data Manager (70+), Regional Containment Advisor (10+), Testing Supervisor (10+), and Data Analytics Coordinator (5) at both District and Regional levels. We currently employ 1000+ temporary employees on this contract and the count is increasing each day. TSCTI is providing services on various healthcare/nursing/medical job titles which includes the following Certified Nurse's Aide, Certified Registered Nurse Anesthetist, Psychiatric, Licensed Practical Nurse, Nurse - Emergency Room, Nurse Practitioner, Paramedic, Licensed Psychological Associate, Licensed Psychologist, Physician, Physician Assistant, Registered Nurse, Registered Nurse Manager, Respiratory Therapist, Student Nursing Assistant, Therapist Assistant / Therapist, Licensed Marital and Family Therapy, Social Worker – Long Term Care, Physical Therapist, Counselor, Dentists, Health Care Manager, Clinical Social Worker, Master Addictions Counselor, Speech Pathologist, Psychiatrist, Dental Hygienists, Licensed Psychologist, Compliance Officer, Phlebotomist and many more.

d. Customer Name: Virginia Department of Health

Contact Person: Karen Beebe Telephone Number: 804-864-7493

Facsimile Number:

Email Address: karen.beebe@vdh.virginia.gov

e. Project Description: TSCTI has a statewide contract with the Commonwealth of Virginia and is providing case investigation, contact tracing, safe isolation and quarantine, clinical and social referrals services to the Virginia Department of Health which is the biggest department we cater to on this contract with over 500 temporary employees currently active and working at different sites across VA. To spread of COVID-19 TSCTI is providing Case Investigator (200 FTEs), Data Manager (70 FTEs), Regional Containment Advisor (10 FTEs), Contact Tracer (1000 FTEs), Testing Supervisor (10 FTEs), Data Analytics Coordinator (5 FTEs) at both District and Regional levels. We currently employ approx. 1000 temporary employees on this contract and the count is increasing each day. Our trained staff has good understanding of medical terms and principles of exposure, infection, infectious period, potentially infectious interactions, and symptoms of disease, pre-symptomatic and asymptomatic infection. We have understanding of patient confidentiality, including the ability to conduct interviews without violating confidentiality. TSCTI is identifying contacts and ensuring they do not interact with others is critical to protect communities from further spread. Our trained staff immediately identify and interview people with SARS CoV-2 infections and COVID-19. We support isolation of those who are infected; warn contacts of

their exposure, assess their symptoms and risk, and provide instructions for next steps; link those with symptoms to testing and care. We regular follow-up with all contacts to monitor for symptoms and test for signs of infection.

Project #3

- a. **Time Period:** 3 years
- b. The Scheduled and actual completion dates: Mar 2018 Feb 2021 with further renewal years
- c. Contractors Responsibilities: TSCTI is working closely the department to minimize disruption of service and support efforts to mitigate the spread of the novel coronavirus. We are implementing emergency measures and providing access to care for COVID-19 and other medical, behavioral and social needs. We have placed more than 1700 medical staff to closely watching the people in close contacts with someone who is infected with a virus. We carefully inspect these contacts after exposure to an infected person that helps the contacts to get care, treatment and prevent further transmission of the virus. Once someone is confirmed as infected with a virus, contacts are identified by asking about the person's activities and the activities and roles of the people around them since onset of illness. All persons considered to have contact with the infected person are listed as contacts. Our efforts are made to identify every listed contact and to inform them of their contact status. Contacts are also be provided with information about prevention of the disease. In some cases, quarantine or isolation is required for high risk contacts, either at home, or in hospital. We also share helpful resources with members who are struggling with stress, anxiety or sleep difficulties prompted by this COVID-19 situation. TSCTI's team provides educational and informational support to understand the risk, actions needed to separate themselves from others who are not exposed, monitor themselves for illness, and the possibility that they could spread the infection to others even if they themselves do not feel ill. Our assigned medical staff has all the required training, supervision and access to social and medical support for patients and contacts.

d. Customer Name: New Jersey Department of Health

Contact Person: Kelly Anderson-Thomas

Telephone Number: 609-376-0940 | 609-712-4144

Facsimile Number

Email Address: kelly.anderson-thomas@doh.nj.gov

e. Project Description: The State of New Jersey (State) requirement is to obtain healthcare, medical nursing, clerical, administrative and professional services to support various program run by State departments and agencies throughout the State of New Jersey. TSCTI was selected State to provide a solution which can meet the needs for the State agencies on a flexible basis. We are providing over 1,300 clerical, administrative, and professional staff along with 1800+ medical staff. TSCTI is providing services on various healthcare/nursing/medical job titles which includes the following Certified Nurse's Aide, Certified Registered Nurse Anesthetist, Psychiatric, Licensed Practical Nurse, Nurse - Emergency Room, Nurse Practitioner, Paramedic, Licensed Psychological Associate, Licensed Psychologist, Physician, Physician Assistant, Registered Nurse, Registered Nurse Manager, Respiratory Therapist, Student Nursing Assistant, Therapist Assistant / Therapist, Licensed Marital and Family Therapy, Social Worker – Long Term Care, Physical Therapist, Counselor, Dentists, Health Care Manager, Clinical Social Worker, Master Addictions Counselor, Speech Pathologist, Psychiatrist, Dental Hygienists, Licensed Psychologist, Compliance Officer, Phlebotomist and many more.

I. SUMMARY OF CONTRACTOR'S PRPOPOSED PERSONNEL/MANAGEMENT APPROACH

The contractor should present a detailed description of its proposed approach to the management of the project. The contractor should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

TSCTI Approach to meet the staffing requirements

According to our "Quality Implementation Process", we begin the contract with a Kickoff Session with Client to introduce our team and set the stage for our partnership. During this meeting, we discuss Client's objectives for the program to determine the services required to best meet the objectives. Also, we determine the nature and scope of the work. As our management approach is proactive, we conduct needs assessments to assess the business environment to ensure that all necessary controls are incorporated into the scope. TSCTI analyzes the business needs/requirements in measurable goals; reviews the current operations; and analyzes the costs and benefits, which includes creating a detail overall budget.

In the following, we have provided an overview of tasks and their associated timeline* for this contract.

Activity involved	Responsible Individual	Time
Client RequisitionAnalyze the State staff requisition and write a synopsis of the requisition	Account Manager	2-4 hour
Submit position description and client requirements in JobDiva tools		
Identify Consultant	Recruiting Team	
Assign to TSCTI team lead through Job Diva tool		
• Check if there is matching skilled consultant available "on the bench"		
• Identify existing skill sets and candidates within TSCTI Job Diva database		
• Share job profile to all consultants by posting it on our website and sending a mailer to approved consultants for referrals		4-8 hour
• Post job to the external job sites (TSCTI website, Health eCareers,		
MedicalJobs.org, Monster.com, CareerBuilder.com, HotJobs.com, Yahoo		
Hot Jobs, Medzilla Dice)		
Pre-Screening & Security Prescreening	Recruiting Team	
• Execute a comprehensive prescreening that confirms previous experience,		
motivation, salary, skill level, and potential team-fit. Pre-Screening includes online test and internal tools		2.45
• Discuss salary requirements and relocation needs with candidates and update in JobDiva		2-4 hour
Evaluate attitude and aptitude by discussing team scenarios		
Provide TSCTI overview and explain benefits		

The Parties of March 1 and 1 a		1
Review existing clearances		
• Check references		
Conduct basic background checks	CATES	
Interview	SME's	
Skill Evaluation		
Conduct initial assessment of the candidate's qualifications		
• Conduct detailed interviews based on job requirement		2-4 hour
Soft Skills Evaluation		
Evaluate candidate's communication, creativity, analytical thinking,		
diplomacy, flexibility, change-readiness, problem-solving, leadership, team		
building, and listening skills	D 11	
Evaluation	Recruitment	
• Prepare the feedback form to summarize the results of the interview and	Manager	
update Job Diva with qualified consultants		1-2 hour
Relay interview results to the consultants	Assaumt Managan	
Check consultant's references	Account Manager	
Consultant presentation and Setting up Client Interview	Recruitment	
• Create skill matrix matching required skills with experience of consultants	Manager	
to present consistent skill summary to the State		
• Submit resumes with a Skill summary of the selected consultants and		
references to the State		4-6 hour
• Discuss interview schedule with the hiring manager for pre-qualified		
consultants		
• Set face to face or telephone interview depending upon the State	4 436	
requirements	Account Manager	
Final Security Screening	E-Care Manager	
Conduct criminal, credit and background check including driving record and		
sexual offender database search		12-24 hour
Conduct drug check for selected consultants		
Verification of employment, education, certifications, and licenses		
Offer	Account Manager	
• Complete all due diligence before extending an offer to successful		
consultants		4-6 hour
Extend the offer		4-0 nour
Share candidate's decision or initial response with hiring managers		
Submit Security Forms to the State		
Joining	Account Manager	
Inform the joining date of the candidate to the State		6 0 h
Conduct e-Verification		6-8 hour
Candidate joins the project on a specified date		
Ongoing contract activities		
QA/QC (Performance Measurement, Client Feedback)	Account Manager	15 days
	S	
Timesheet + Invoice	Finance Manager	
	I mance Manager	As per State
		_
		request
Termination/Replacement	A coount Manager	
	Account Manager	Ag nor State
	/Recruitment	As per State
	Manager/E-Care Manager	request
Usage Reports	Account Manager	
	Account Manager	Quarterly

*Timelines depend on the State screening requirements, the department's responsiveness, and the assignment start date, among other factors.

Recruitment Process:

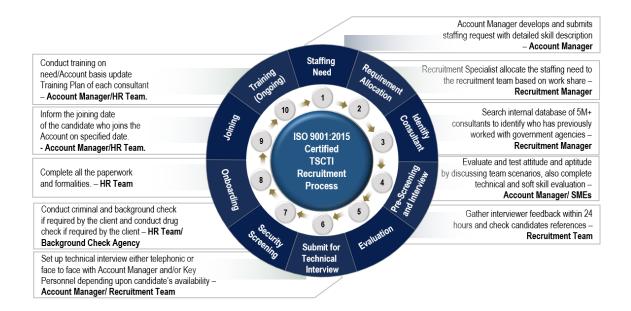
TSCTI ensures to provide a clear and viable plan to recruit, screen, evaluate and retain the qualified temporary candidates as per the State requirements, TSCTI will use its proven and proactive approaches, processes and tools practiced for 23 years, to provide staff with required skills. We employ a meticulous screening process, combining our understanding of the requirement and similar experience in staffing government organizations.

TSCTI has a proven and established ISO 9001 certified Recruitment Process which helps us to consistently exceed client's regulatory and other quality requirements. We will use this ISO 9001 based 10 step recruitment process to meet the State temporary staffing needs. Our experience is proven through the successful management of more than 280 staffing contracts supporting various state, county and local agencies in 50 states across US. Our recruiting team consists of over 200 healthcare recruiters, data miners and research analysts supporting TSCTI customers. TSCTI proactively recruits and maintains a full pipeline of qualified candidates ready to hire for the State staffing requirement. Our recruitment team works closely with our Account Manager to understand the State requirements to provide best match. We follow a 10 Step Recruitment Policy for recruiting candidates.

Work is initiated as soon as we get the staffing requirement from the State. The staffing requirement is immediately entered into our centralized recruiting portal i.e. JobDiva. The Account Manager understands the staffing requirement received from the State, this includes an understanding of the project requirements, SOW, environment, qualification, experience, mandatory and desirable skill set requirement. The Account Manager drafts a requisition about the requirement and submits the requirement in JobDiva along with sending it to the Recruitment Manager. The Recruitment Managers assigns this requirement to the dedicated recruitment team for the State, from there recruitment team source the candidate using one of following methods:

- Current Staff: TSCTI has a staff of over 10000 people experienced in various skillset throughout the US with numerous consultants placed on different contracts with the State of NE. TSCTI regularly checks the project end dates of these consultants and submit those, whose projects are going to end. This allows us to quickly validate both a skill and culture fit and reduce time to fill.
- **Employee Referrals:** One of our best sources of exceptional talent is employee referrals. These are often passive candidates who cannot be found on job boards (have not posted their resume or qualifications). Our employee referral program offers employees a cash reward for referring their friends and associates for a position for which they are qualified and eventually placed.
- **Internal Resume Database:** TSCTI has an internal resume database of more than 5M pre-screen resources across the US along with 10,000+ staff local to the State of NE, which is growing every day as we work proactively on building database after understanding our client's requirements.
- Local Career Source and Workforce Organizations: TSCTI has done partnership with the number of career source, workforce organization and employment unions (like local 40), which always help us to place staff at client-site within 24 hours of requirement.
- Local Employment Posting Papers and Websites: We understand that many clerical, administrative and industrial candidates review free employment-related websites (e.g. Craigslist) and papers that can be found in local establishments and many support organizations, missions, and restaurants and we post on these sources.
- **Community Colleges:** Much skilled personnel is being trained through local community colleges and trade schools. We find that advertising and working with internal employment offices can be an excellent source of applicants who are looking for employment opportunities

- Local Job Fairs: In addition to selected advertising in local media, TSCTI's recruiting/management team sponsors and participates in regular job fares, hosts recruiting open houses, saturates local markets with recruiting and referral fliers, and works closely with state and local job-assistance agencies to ensure every possible sourcing option is pursued. Additional examples include multi-lingual job postings and diversity-based referral bonus programs.
- Online Job Boards: TSCTI uses all the common job boards such as Monster, Career Builder, Indeed.com, and Hot Jobs, as well as specialty job boards for niche or highly skilled positions. Our Career Builder account is cross-indexed with several newspapers throughout the nation so that both print and online advertising is created. With an initiative of placing out-processing military personnel and veterans, TSCTI solicits its services through TurboTap.org, HelmetstoHardhats.org, HireVetsFirst.gov and Military.com, etc.
- Social Networking Sites: As social and professional networking sites continue to gain popularity, TSCTI's proactive recruiting strategy maximizes the use of social networking sites such as LinkedIn, Facebook, and Twitter to connect with untapped pools of potential candidates. This medium is also successful in generating referrals.



TSCTI 10 Step Recruitment Process

Identify Candidates and Resume Evaluation: This assists us to understand the client, company, and business along with the job requirements. We then meticulously identify and verify a candidate's details. Our healthcare Recruiters approach different candidates and focus their search towards matching the right candidate for our client. Before submitting an applicant for pre-screening and interview, we short-listed resumes with essential details pertaining to the job description and evaluate resume if it's a true reflection of their competence and ability.

Candidate Pre-Screening

TSCTI implements a robust screening and selection process of personnel before assigning them to any State project or position and this process starts from resume qualification. Whenever any requirement received from the State, the Account Manager (AM) discuss the job description with the Recruitment Manager (RM) and prepares the draft for internal recruitment purpose. Purpose of evaluation criteria is to identify whether the applicant has eligibility to work under a particular project or not. For the evaluation purpose, recruitment

official set up a framework of certain "Must Have" according to the job requirement. Screening at TSCTI initiates with the resume evaluation. Whenever any requirement is open, our RM follows a comprehensive approach to source the best resumes for the positions and evaluate the resumes by following the key elements of resume evaluation is given below.

Resume organization	 Is the resume presented in professional manners? Is the information organized clearly and logically?
Dates of Employment	 Is the resume up to date? Does the personnel currently have job or project? What is the length of each job or project held? Are there substantial gaps in the time between jobs?
Experience	 What is the nature of an overall length of candidates' projects? Is there any explanation of previous projects and associated responsibilities? Did the candidate have experience in a domain, tool, and platform (if required any)? Did the candidate has use of all skills in previous/recent jobs that are requested by the client? Is there any Considerable career shift to or from the requested job profile?
Education and Certification	 Is the candidate has requested education or degree? Is the candidate has requested certification? Is the candidate has requested a license?

Once the resume is evaluated, the recruitment team starts conducting initial screening with personally sourced through the resume evaluation process. Initial screening is the process of validating the applicant's information by communicating the information provided by a candidate on their resumes. During this phase, the recruitment team tries to identify the qualified candidates through "Must Have" framework. The must-have framework is focused on validating the information that is Required, Desired and Essentials for a successful placement. Standard

Past, current and preferred location	Y	N
Recent experience	Y	N
Functional area & responsibilities	Y	N
Level/ Role	Y	N
Availability	Y	N
Total Experience	Y	N
Industry	Y	N
Similar projects	Y	N
Education	Y	N
Pay Rate	Y	N

"Must Have" framework table is provided to the right side:

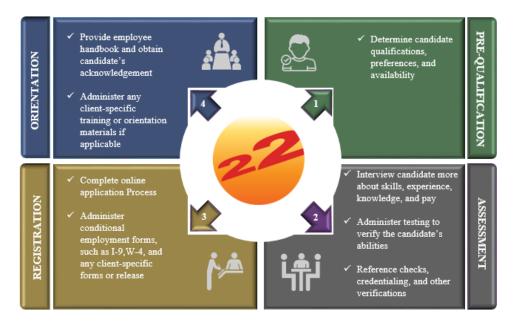
"Must have" Framework is set up after a deep analysis of the requirement and it covers each part of a project for a successful placement. Job applicants who meet the "Must Have" framework only considered for the further testing process; the candidate does not meet any requirement given in "Must Have" framework we never move forward with that candidate. Recruitment Team prepare the list of top-rated candidates from Initial screening and share the report with "Testing Panel" for further testing of the candidate. "Testing Panel" is the group of TSCTI's employees with similar experience as given in job requirements.

Testing Panel focuses on the following testing as given below.

- Experience Test: In this testing phase, Testing Panel discuss candidates' past experiences—accomplishments and challenges alike—to discover skills that will enable them to thrive at client project. In this phase Testing Panel identifies most important past experiences in a detailed way, focusing on the candidate's specific role and key actions that can critical to success.
- Case Test: TSCTI believes that the best way to assess candidate problem-solving skills is to discuss a real Client's business problem with the candidate, this case interview helps us to understand that how a candidate can:
 - o Structure a tough, often ambiguous, business problem

- Decide which issues are important to focus on
- o Deal with facts and data—and their implications (numerical and otherwise)
- o Formulate conclusions and recommendations to solve the problem
- o Articulate your thoughts during a fast-moving discussion
- **Problem-solving Test:** As a complement to our case interview, we ask the candidate to take a multiple-choice test to demonstrate their analytical skills. It consists of questions, based on real client cases, with no business background required.

The key phases of TSCTI's pre-hiring process are outlined in the following figure.



Testing

Committed to providing the most qualified and skilled staff, TSCTI utilizes the most advanced and highly efficient software testing programs available to analyze and test skills on numerous programs. The assessments (upon request) are administered through online testing tools such as *Brainbench*, *IKM Teckchek*, *and Kenexa Prove It!*

Our testing tools are customized to each service line to mirror a common workplace, providing applicants with a realistic preview of the job, and TSCTI with a realistic preview of the applicant's abilities. Based on the needs of the Client's position and each candidate's reported skill sets, we administer tests carefully targeted to determine the best available match for most any Client-specific position.

TSCTI understands the importance of a workforce capable of communicating across borders. For that reason, we offer evaluations that can assess candidates' skill proficiencies in 50+ languages. The State can have candidates complete both spoken and written tests as required by your skills sets:

- **Spoken Language Evaluation** Assesses a candidate's ability to verbally communicate in the target language, through conversation with a certified language proficiency tester. The conversation is taperecorded; with questions asked that assess the ability to speak the standard form of the target language without using another language or slang.
- Written Language Evaluation Comprises questions that require a written response in the target language, dealing with professional writing situations that are typically encountered in formal and informal business environments.

Assessments specific to nursing/medical include:

Test Name	Test Description
Medical Test - Abbreviations	Questions covering knowledge of standard medical and health insurance abbreviations.
Medical Test - Cardiovascular	Questions covering basic knowledge of the cardiovascular system.
Medical Test - Dental	Questions covering basic knowledge of human dentition and dental practices.
Medical Test - Endocrine	Questions covering basic knowledge of the endocrine system.
Medical Test - Gastrointestinal	Questions covering basic knowledge of the gastrointestinal system.
Medical Test - Integumentary	Questions covering basic knowledge of the integumentary system.
Medical Test - Neurological	Questions covering basic knowledge of the nervous system.
Medical Test - Otolaryngology	Questions covering basic knowledge of otolaryngology.
Medical Test - Oncological	Questions covering basic knowledge of human oncology.
Medical Test - Ophthalmological	Questions covering basic knowledge of ophthalmology.
Medical Test - Pediatric	Questions covering basic knowledge of pediatrics.
Medical Test -Pharmacological	Questions covering basic knowledge of pharmacology.
Medical Test - Psychiatric	Questions covering basic knowledge of psychiatry.
Medical Test - Respiratory	Questions covering basic knowledge of the human respiratory system.
Medical Test - Musculoskeletal	Questions covering basic knowledge of the musculoskeletal system.
Medical Test - Urogenital	Questions covering basic knowledge of the human urinogenital system.
Medical Billing - Basic Skills	Multiple-choice beginner questions on medical billings topics such as claims procedures, rejections and forms identification.
Medical Billing - Standard	Questions covering standard medical billing practices in the United States.
Medical Coding	This test measures examinees' knowledge and skill of medical coding in the U.S.
Medical Billing - Forms	Questions covering standard health insurance billing forms in the United States.
Medical Test - Medical Insurance	This test assesses examinees' basic knowledge of U.S. medical insurance practices.
Medical Secretary Test	This test assesses examinees' basic medical secretary knowledge and skills such as billing & insurance, filing & paperwork, phone & messaging, and scheduling.
Medical Test - Prefixes and Suffixes	Questions covering basic knowledge of prefixes and suffixes used in medical terminology.
Medical Records Administrator	This test measures knowledge of Records, Analysis, Environment, Systems & Technology, and Organization & Management.
Nursing - HIPAA	This test assesses examinees understanding of national standard to protect the privacy of personal health information as specified in the US Health Insurance Portability and Accountability Act (HIPAA).
Nursing - Medication Scenarios (form A)	This test measures examinees' ability to perform standard calculations required for the directed administration of medications, as well as knowledge of safe and effective medication procedures.
Nursing - Medication Scenarios (form B)	This test measures examinees' ability to perform standard calculations required for the directed administration of medications, as well as knowledge of safe and effective medication procedures.
Nursing - Critical Care Scenarios (form A)	These two tests measure how successfully examinees can apply critical care nursing knowledge and skills across a variety of disciplines

	including cardio-vascular, respiratory, neurological, abdominal, renal, endocrine, and hematologic systems.
Nursing - Critical Care Scenarios (form B)	These two tests measure how successfully examinees can apply critical care nursing knowledge and skills across a variety of disciplines including cardio-vascular, respiratory, neurological, abdominal, renal, endocrine, and hematologic systems.
Nursing - Labor and Delivery	This test assesses examinees' knowledge of labor and delivery nursing, including Apgar scores, fetal positioning, labor stages, newborn norms and disorders, diagnostics, and delivery and post-delivery procedures.
Nursing - Certified Nurse Assistant (CNA)	This test assesses understanding and application of core resident care principles including how to recognize physical issues, how to attend to residents, and how to maintain CNA certification.
Nursing - Licensed Practical Nurse (LPN)	This test assesses understanding and application of core resident care principles including how to recognize physical issues, how to attend to residents, and how to maintain LPN certification.
Nursing - Medical Surgical (form A)	This test assesses examinees' knowledge of medical surgical nursing, including patient assessment, a full range of systems disorders, and pediatric, cancer, perioperative and geriatric nursing.
Nursing - Medical Surgical (form B)	This test assesses examinees' knowledge of medical surgical nursing, including patient assessment, a full range of systems disorders, and pediatric, cancer, perioperative and geriatric nursing.
Nursing - Critical Care (form A)	This test assesses examinees' knowledge of critical care nursing, including cardio-vascular, respiratory, neurological, abdominal, renal, endocrine, and hematologic systems, shock, legal/ethical issues, caring practice, diversity, and collaboration.
Nursing - Critical Care (form B)	This test assesses examinees' knowledge of critical care nursing, including cardio-vascular, respiratory, neurological, abdominal, renal, endocrine, and hematologic systems, shock, legal/ethical issues, caring practice, diversity, and collaboration.
Nursing - Emergency (form A)	This test assesses examinees' knowledge of emergency nursing, including triage, patient assessment, a full range of systems disorders, transfer/transport, disaster, legal/ethical issues, research and education.
Nursing - Emergency (form B)	This test assesses examinees' knowledge of emergency nursing, including triage, patient assessment, a full range of systems disorders, transfer/transport, disaster, legal/ethical issues, research and education.
Nursing - Neonatal ICU (form A)	This test assesses examinees' knowledge of neonatal intensive care nursing, including fetal and extrauterine assessment and development, a full range of neonatal systems disorders, nutrition and feeding, and genetic and legal/ethical issues.
Nursing - Neonatal ICU (form B)	This test assesses examinees' knowledge of neonatal intensive care nursing, including fetal and extrauterine assessment and development, a full range of neonatal systems disorders, nutrition and feeding, and genetic and legal/ethical issues.
Nursing - Psychiatric	These two tests assess examinees' knowledge of psychiatric nursing, including diagnostics, early disorders, delirium, substances, schizophrenia; anxiety, sleep, somataform, dissociative, sexual, eating, and personality disorders.
Nursing - Pediatric (form A)	This test assess examinees' knowledge of pediatric nursing, including childhood, infant, newborn, toddler, preschooler, school age and adolescent norms and disorders, a full range of systems disorders, disability and cultural issues.
Nursing - Pediatric (form B)	This test assess examinees' knowledge of pediatric nursing, including childhood, infant, newborn, toddler, preschooler, school age and adolescent norms and disorders, a full range of systems disorders, disability and cultural issues.

Nursing - Osteoporosis	This test measure knowledge of key terminology in the areas of
Terminology	Treatment, Diagnosis, and Bone Structure.
Nursing - Dosage Calculation (form	This test measures examinees' ability to calculate dosages required for
A)	the directed administration of medications.
Nursing - Dosage Calculation (form	This test measures examinees' ability to calculate dosages required for
B)	the directed administration of medications.
	This test assess examinees' knowledge of clinical radiology, including
Nursing - Radiology (form A)	chest, abdominal, spinal and limb radiographs, non-traumatic skeletal,
	and CT head scan radiographs, and radiographic diagnostics.
	This test assess examinees' knowledge of clinical radiology, including
Nursing - Radiology (form B)	chest, abdominal, spinal and limb radiographs, non-traumatic skeletal,
	and CT head scan radiographs, and radiographic diagnostics.

Background Checks

At TSCTI, we have a well-defined and documented Background Check Policy to perform as preemployment checks. Under this policy, depending upon the Client's requirement, candidates are subjected to compulsory pre-employment background checks. If the candidate is being selected by the Client, TSCTI's partnered third-party agency will perform a background check on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We notify the Client in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the client project. We rely on Quest Diagnostics and CareerBuilder to perform in-depth drug testing and background checks respectively. Following checks are performed by TSCTI.

•	Residence Check	•	Civil Litigation Check
•	Academic Record Check	•	Identity Check
•	Employment Check	•	Drug Test
•	Reference Check	•	Emerging Background Checks
•	Criminal Record Check/Police Background Check	•	Child Protective Services Background
•	Database Check	•	Driving Records Check

It starts when the candidate submits the duly filled background verification (BGV) form along with supporting documents. Based on the contractual obligation, the TSCTI shall proceed for verification of any or all below-listed background checks.

The BGV form also contains the self-declaration, binding the candidate's employment in that organization subject to clearance of all the checks positively.

- The candidate signs the Letter of Authority empowering the TSCTI to carry all the relevant checks. In turn, TSCTI carries out the verification process.
- What are the Criteria's for Background Checks? The coverage of each and every check depends on the criteria's decided at the time of signing the contractual obligation.
- Also, not necessary all the checks to be done to the candidates. It varies from the Clients requirement, the industry it pertains to, candidate's profile, nature of work, etc.

Below are the types of background checks performed TSCTI depending on client requirement.

Employment Check

Objective: To verify whether the candidate's working experience is in tandem with what he/she has specified in the BGV form/supporting documents.

- On receipt of BGV form, TSCTI will check whether the employer's name is figured in the list of FAKE Employers database maintained by TSCTI.
- In case the name matches with the negative database, then the same will be communicated to the Client.

- After validating that the company is not in the FAKE Company's list, validate whether the name appears in the Master DB List of genuine employers.
- In case the name is not appearing in the master, TSCTI will perform web analysis and check the Genuinity of the company and further, a physical visit will be conducted to check the appearance and infrastructure of the company.

Steps followed to carry out a prior employment verification

Following parameters mentioned below will be covered while initiating mails for prior employment verification.

- Name of the employee including first name and last name
- Employee ID
- Designation
- Tenure of employment
- · Reason for leaving
- Last drawn salary
- The first Point of Contact will always be the HR of the previous employer and many more questions

If the HR does not respond to two email follow-ups (roughly 3 days), then the TSCTI will contact the Reporting Manager (RM) if available. TSCTI will contact the RM on his/her Landline number. If the landline is not available, then the associate would contact on the mobile number.

Where the associate contacts RM on the mobile number, details of Landline and official email id to be procured from the RM. On receipt of mail confirmation, the TSCTI will validate the output with the following

- Name & Employee ID
- Designation
- Tenure
- Exit formalities are completed or not
- Whether the Candidate is eligible to re-hire or not

After validating the output, the TSCTI will update the same to the client

Details Covered in Final Report: The final report will comprise the Employers Name & Address, Name of the Respondent & contact Details, Designation of Respondent, mode of confirmation, comparative analysis of candidates input and HR Feedback with respective to a period of employment and last designation of the candidate.

Reference Check

Objective: To verify the candidates' performance, Strength & weakness, the general attitude towards complying with rules & regulations. Also, to gather information with regard to the candidate's sincerity, Integrity and general reputations about the candidate.

Steps: On receipt of BGV Form, TSCTI will touch base with the referee telephonically and administer a questionnaire in the specified format. Through reference checks, hiring authorities are able to:

- Confirm any details on the BGV form (through relationship-neighbor/friend)
- Check for any prior discipline problems;
- Learn new information about a candidate; and
- Ask questions that may predict a candidate's performance, integrity

Details Covered in Final Report: The final report will comprise the Name of Referee, Designation & Department, Organization name with address, contact details and response given by the Referee for the above questions and the TSCTI Remarks

Criminal Record Check

Objective: To verify whether the candidate has been convicted of or arrested for any crime and to verify whether any pending charge sheet pertaining to an offense is filed against the name of the candidate with the police records at the nearest police station whose jurisdiction covers the current address for the last Seven years.

Activity: TSCTI representative will make a visit to the police station whose jurisdiction covers the current address in the last seven years of the applicant to confirm whether the applicant's name figures adversely for any of the reason mentioned above in the police records. TSCTI also gets the records maintained by the Las Vegas Metropolitan Police Department (LVMPD) pertaining to the identity and criminal history of any consultant.

Details required: Candidate's name, SSN number, Present address, Date of Birth & Fathers name

Details Covered in Final Report: The final report will comprise the details about the address verified, the address of Police Station covering the jurisdiction of residence, name & Designation of the person met in Police Station and feedback obtained.

Drug Test

Objective: To detect any illegal drugs in a person's system.

The drug test can be done at three levels: viz, 5 Panel and 9-panel drug test.

Drugs covered in 9 Panel Drug Test:

 Marijuana, Cocaine, Amphetamines, PCP, Opiates, Barbiturates, Benzodiazepines, Methamphetamines, Methadone

Drugs covered in 5 Panel Drug Test:

- Hallucinogenic drug PCP
- Marijuana
- Cocaine
- Methamphetamines/amphetamines
- Opiates

Details Covered in the Final Report. The final report will comprise the test details and Remarks.

Identity Check

Objective: To verify whether the proof of Identify check submitted by a candidate was duly issued by the concern government authorities.

The below-listed identity proof shall be verified with the concern issuing authorities.

- Driving License
- S.S.N Number
- Passport
- E-verify

<u>Details Covered in the Final Report.</u> The final report will comprise the type of Proof and Remarks.

Academic Record Check

Objective: To Verify the candidate's academic qualification and to confirm whether he has passed the given course and the course has been conducted and certificate given by genuine educational institutions.

TSCTI will first try to reach out to the college wherefrom the candidate has completed the course. The request for confirming the educational details of candidates shall be raised in four modes.

Personal Visit to Educational Institutions, Courier, Email or Fax

Details to be mentioned in Raising Request:

- On receipt of BGV form, the TSCTI will initiate verification request to the educational institution with the below-mentioned details,
- Name of the candidate
- Roll number
- Year of passing
- Stream of study
- Name & Designation of the person providing confirmation

Validation:

- Once the verified details provided by the School, TSCTI will validate the same with the details given in BGV form & support document submitted by the candidate.
- After that, the agency shall take the decision to close the academic check as Positive / Negative.

Details Covered in Final Report: The final report will comprise the details about the qualification attained, Name & address of Education institution, a period of Study, Year of Passing, Verifier name and contact details, Mode of verification and TSCTI 's comments.

Residence Check

Objective: To verify whether the candidate is staying at the given address at the time of joining the company. Our representative will physically visit the candidate's address and check if the candidate has been staying at the given address either with the neighbor/family members.

Acceptable Documents: The executives will verify the candidate's period of stay in that address with the respondent. The executive will request the candidate/respondent to submit any document to verify the address proof in case the verification is carried directly with the family member/candidate.

Details covered in the final report: The final report will comprise the details about the address verified, the name of the respondent and his relationship with the candidate, a period of stay and own or rented house details.

Database Check

Objective: To verify whether the candidate's name figures in any public/proprietary database of negative profiles including criminal databases, civil litigation databases, credit databases, and compliance databases.

Coverage: TSCTI representative will search in the world check website to confirm whether the applicant's name figures adversely from more than 250 database checks like money launderers, fraudsters, terrorists and sanctioned entities, plus individuals and businesses from over a dozen other categories.

Details required: Candidate's name, SSN number, Present address, Date of Birth & Fathers name

Details Covered in Final Report: The final report will comprise the type of check and Remarks.

Civil Litigation Check

Objective: To verify whether the cases are filed in court against the candidate's name.

TSCTI conducts each civil litigation or lawsuit search at the State and federal jurisdiction levels. Federal civil searches are conducted at specific US District courts.

The Court record check covers the below-listed courts.

- District Courts
- Tribunals
- Supreme Court
- Bankruptcy Courts

The final report will comprise the type of check and Remarks.

Emerging Background Checks

Credentials Check: This is a new background check emerged recently in the market. Ill-intentioned individuals and criminals hide their backgrounds or use stolen identities to pose as legitimate people, resulting in billions of dollars in damages to individuals and businesses every year.

Trust is essential to any good relationship, and TSCTI gives you the tools you need to assess others' trustworthiness as well as to prove your own.

Social Media Check: This Check is primarily involved in validating the candidate's participation in Social media.

• TSCTI mainly checks whether the candidate has expressed any aggressive or violent acts or assertions, unlawful activity, discriminatory activity (for example, making racist statements), and sexually explicit activity in a social media network.

TSCTI conducts such drug tests through the third-party vendors like Sterling Information Systems, Quest Diagnostics for Drug Test, etc.

Following are the important steps followed in this regard:

- The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in the Drug Policy.
- The drug testing consists of the collection of a urine sample from the candidate under the supervision of a clinical laboratory technician.
- Each urine sample is analyzed for the presence of banned drugs by an independent laboratory contracted by TSCTI to provide such services.
- An independent laboratory meeting the State requirement for collection, security, screening and transportation, storage and analysis and certified by the College of American Pathologists, Athletic Drug Testing (CAP-ADT) will test the samples.
- The laboratory reports all test results to TSCTI.
- TSCTI reviews the results to determine which, if any, of the testing, are considered positive as reported by the independent laboratory.
- A positive result is defined as a urine sample revealing the presence of one or more of the banned drugs or metabolites.
- TSCTI notifies the client in writing regarding the result of the drug screening conducted for a candidate.

• The candidates with a negative drug test result proceed to join the client.

TSCTI understands that the vendor must meet minimum qualifications as specified by the State and have a clean driving record and hold all required licenses including CDL. TSCTI has a streamlined process for this in which our team has a focused approach towards identifying the right candidates by evaluating the resumes to ascertain suitability for the job, pre-screening them in order to come up with a shortlist. Our team does a reference check and ask a candidate for their work samples, providing more information on accomplishments, personal milestones or achievements mentioned in the resume, along with education, dates of employment and experience check. These applicants are evaluated through an online test to check their aptitude. An initial interview is also conducted to check their soft skills and to discuss the job description. This procedure also provides TSCTI details viz. work on similar projects, relocation issues, the area of expertise, pay rate etc. To quickly identify qualified driver TSCTI utilizes phased or staged screening program. Unqualified candidates are eliminated early in the screening process, so that TSCTI can devote their time and resources on the best candidates. Listed below are the recommended stages.

Stage One: Candidate Pre-Screening

The following initial screens are recommended to weed out those candidates who do not meet the basic minimum hiring criteria.

- **Employment History Search** Verify a driver's three-year previous employment history as required by FMCSA.
- Commercial Driver's License Information System (CDLIS) Obtain a driver's current and up to three prior CDLs, which will help TSCTI determine the proper states from which to request the driver's motor vehicle records.
- Social Security Number (SSN) Check Identify whether an SSN may be invalid. This is an important initial check that should be conducted since additional searches will be conducted using an SSN.

Stage Two: Core Screening

Once TSCTI have determined that a candidate meets basic qualifications, more extensive screening can help ensure the most qualified driver candidate is selected. For this Stage we perform below steps:

- Motor Vehicle Reports MVRs from each state where a driver held a CDL in the prior 3 years will satisfy the three-year driving history requirement. TSCTI will know which states to order reports from based on the information returned from the CDLIS report.
- **Employment Verifications** When one or more of a driver's previous DOT regulated employers does not participate in an electronic employment history database then manual requests must be sent to employers to complete the required three-year employment history requirement.
- **Drug/Alcohol Violation History Verifications** We obtain a three-year drug/alcohol violation history as required by DOT 49 CFR Part 40.
- Pre-Employment Screening Program (PSP)— TSCTI obtain Driver records through FMCSA's PSP report, which includes the most recent five years of crash data (DOT recordable accidents) and three years of roadside inspection.
- National and County Criminal History Searches TSCTI search all records to identify whether a candidate has a criminal history.
- National Sex Offender Registry Search TSCTI searches the National Sex Offender Public Website to search the sex offender registries of all 50 States, Washington D.C., U.S. Territories and U.S. Native American Tribes.

Stage 3: Conditional Screening

Regulated employees are often subject to drug testing and health screenings.

• **Pre-Employment Drug Test** – A negative test result is mandated for CDL drivers.

• **Medical Qualification Standards** – Validation from a licensed, certified and registered medical examiner in FMCSA's National Registry that the driver is physically qualified to drive a commercial motor vehicle (DOT medical certificate).

Stage 4: Ongoing Screening

Regulations require certain screens be performed periodically.

- Random Selection Drug and Alcohol Testing DOT-regulated employees in safety sensitive positions are required to be part of a random pool tested at certain required percentages annually.
- **Post-Accident Drug and Alcohol Testing** In the event of an accident that results in (i) loss of human life or (ii) a citation being issued to the driver if there is either bodily injury or disabling damage to a motor vehicle; controlled substance and alcohol testing needs to be conducted on the driver as soon as practicable following the accident.
- **Reasonable Suspicion Drug and Alcohol Testing** Drug and alcohol testing is conducted by TSCTI if we have reasonable suspicion a driver has violated DOT prohibitions.
- **Monthly Motor Vehicle Report Monitoring** Monthly service that monitors for changes to a current driver's motor vehicle record.
- **Annual Driving Record Review** TSCTI obtain a driver's motor vehicle record at least once every 12 months.
- **Physical Exams** –DOT physical exam is valid for up to 24 months. The licensed medical examiner may issue a certificate for less than 24 months due to extenuating medical conditions or concerns.

It is important to work with a background screening partner who is experienced with the unique requirements of the transportation industry and who has the ability to help identify and close potential screening gaps or inconsistencies in your program. That is why TSCTI utilizes Intelius & Cleves Research for proper and complete background check.

Ensuring Quality of Staff:

Ensuring the proper qualifications of the prospective employees is paramount. TSCTI employs a meticulous vetting process, combining our understanding of environment, customer and requirements with our relevant experience in staffing federal, state and local organizations. We operate rigorous quality assurance plans in all aspects of recruitment, vetting and registrations to ensure that all our candidates exceed the regulatory standards set by the Client. We have a robust candidate screening and selection process that make us able to provide right talent for right project. We deliver the qualified and best temporary labor that make perfect fit according the requirements and support the clients to achieve their business objective with every position. TSCTI vetting process includes following procedures:

Steps	Owner
Prescreening – Recruitment team of TSCTI provides position overview, introduces company and benefits to the Candidates and evaluate general aptitude of the candidates; execute a comprehensive prescreen that confirms motivation, experience, salary, skill level, clearance, and potential fit for the Client culture	Recruitment Team
Screening – Recruitment Manager at TSCTI verifies certifications with certificate requests through verification sites and check candidates' motivation to join/change current jobs.	Recruitment Manager
Skills Evaluation – Account Manager and SMEs Conducts detailed interviews; checks effective communication, leadership, expertise, creativity, analytical thinking, and problem-solving capability over a multitude of the State task areas to see if they fit.	Account Manager/ SMEs

Background Check- TSCTI conducts detailed background check of the candidate and share the status with client. We only consider those candidates for further process who clear all checks "Listed below in Background check response section".

HR department

Before a candidate joins any organization, the applicant must schedule to go through a pre-placement assessment. This assessment includes a toxicology/drug screen as well as any other medical surveillance testing needed for the employee's work environment. (For example, respirator fit-testing, vision screening, or necessary bloodwork will be included in this assessment.) For the Pre-Placement assessment, a candidate is required to have all the below documents before joining a vacant position.

- Completed Pre-Placement Health Assessment
- Identification proving eligibility to work in the US (I-9 form)
- License/certification for the job (if applicable)
- Education verification proofs
- An unexpired, valid government-issued photo ID.
- Immunization and/or immune titer records, specifically including the following:
- MMR (Measles, Mumps, Rubella)
- Hepatitis B vaccination series
- Meningococcal (department specific)
- Varicella (Chickenpox) vaccination or titer
- Tdap vaccine (Tetanus, diphtheria, adult pertussis)
- Influenza Vaccine for current influenza season

Copies of any TB test done within the past 12 months and previous test documents

Quality Assurance after program implementation

To enhance our program after implementation, TSCTI has a formal quality system in place. The TSCTI Quality Management System (TQMS) is our global quality system—focusing on the processes, measures, and continuous improvement methodologies that will ensure service excellence and measurable value to the State. TQMS is based on ISO 9001 criteria and integrates quality methodologies including Lean and Six Sigma. To measure Client satisfaction, we rely upon E-mails, Web-based surveys, and Client satisfaction forms. A complete description of customer satisfaction strategies is described as following:

• **Key Performance Indicators:** At project onset, we work with the Clients to define performance objectives and develop meaningful ways for clients to track our results. We keep an open line of communication with the Clients to verify we are meeting the expectations, address any issues proactively, and discuss continuous improvement options to increase efficiency. We understand the importance of providing clients with accurate, timely, and relevant data to help run the business and assess the effectiveness of our service. Our key performance indicators are provided at no additional cost in an easy-to-use, flexible, and understandable format:

KPI	Measures
Delivery %	Ability to deliver the number of employees requested
Unfilled Order %	Orders TSCTI was unable to fill
Canceled Order %	Orders canceled by the client
First Day Punctuality %	Employees who arrived on time on the 1st day
No Call/No Show %	Employees that did not report to work on the 1st day
Replacement %	Orders that required a replacement employee
On-Time Delivery %	Placements filled by the agreed-upon start date
Satisfactory Performance %	Customer satisfaction with an employee's performance
Turnover %	Ability to manage turnover and drive performance

Turnover & Satisfactory Performance Detail	Reasons why orders closed and client feedback on employee
	performance

- Customer Satisfaction Assessment Report: Client-care team at TSCTI get in regular touch with the Client's project supervisor to get the status of employee performance during and after the assignments. We regularly send a Customer Satisfaction Assessment Report to our clients on a regular interval of time for getting it signed by them which describes our employees' performance at the client site.
- **Business Reviews:** Provide us with a regular opportunity to review our mutual expectations and performance, resolve problems, exchange information, identify opportunities for improvement, and explore new facets of our business relationship. Business reviews are conducted by our Account Manager (AM) on an interval as determined by the Client.

Onboarding Process

At TSCTI, onboarding is a strategic process of bringing a new employee to the organization and providing information, training, mentoring and coaching throughout the transition. The process begins at the acceptance of an offer and throughout the first month of employment. When employees are hired, we conduct a new hire orientation, ethics training and we interact with the employees to educate about our work culture and benefits. During onboarding, each new hire has a point of contact assigned for orientation to familiarize with corporate policies, standards, project quality and any other training or information needs they may have. We explain and educate about our 360-degree performance measurement program during onboarding. We also explain how the company conducts performance measurement, collects feedback from peers and the reporting hierarchy.

Below are the stages of our onboarding process:

- **1. Preparation:** Pre-arrival, first day thru first month activities that acclimate the new employee to the culture, team, work environment, and introduce to policies and procedures and online modules.
- **2. Orientation:** HR New Employee Orientation online, classroom, Benefits training and department specific orientation.
- **3. Integration:** Employee development planning by supervisor and employee's attendance in HR staff development training.
- **4. Engagement:** Developing company awareness, building relationships, meeting performance expectations and contributing to the company's success.
- **5. Follow-up:** Monitoring and measuring the effectiveness of the onboarding process.

Once the onboarding is complete, they have access to our dedicated employee care (e-care) center. We also provide each employee the company handbook that explains the HR policies.

On-Boarding Procedure: TSCTI Employee Care takes care of the employee orientation and training. Ecare (part of Human Resource) guides and assist and making new employees joining ready. All required payroll paper work (1099, W2 or CTC) and formalities are explained at initial stages. As a part of the Onboarding process, all new joinings receive a link for login onto an online onboarding portal JobDiva. Temp employees review their paperwork, and a candidate completes and sign the paperwork (electronically or manually) and the required documents are uploaded on portal.

TSCTI Employee Care executive receives email notifications for the form's candidates have filled and uploaded. If a candidate forgets to fill any form, automatic emails are sent as reminders for the job-related forms he/she has not completed. Once all required forms are completed, TSCTI HR team reviews the documents and accept the same. Subsequently, the candidate also receives notifications regarding the forms, which are reviewed and accepted. In case any forms are rejected candidate is directed to fill it correctly to complete the onboarding procedure.



On-Boarding Process

Once employees are selected, it is the responsibility of TSCTI to prepare them to do their jobs, which is when orientation and training come in. TSCTI sets up various training programs to ensure that the new employee has the basic knowledge required to perform the job satisfactorily. Hourly employees can expect to receive a site-specific, new-hire orientation to help them assimilate into the State. They will quickly understand important aspects of their jobs, including work schedule, role, responsibility, and safety. Our onboarding training covers all aspects of job responsibilities, such as:

- Safe chemical and equipment handling
- Use and wear of personal protective equipment (PPE)
- Proper cleaning and maintenance techniques
- Human resources standards and compliance

Venue Orientation – TSCTI goal is to present the position to the new employees in as much detail as possible. The guide includes in-depth position profiles – detailing work hours, tardiness and absenteeism, appropriate attire, company expectations, benefits, and additional guidelines for employment. TSCTI Orientation Guide consists of:

- Company overview
- Position description
- Skill requirements
- Job and time commitment
- Pay rate
- Appropriate attire
- Job site logistics
- Performance expectations

Training Process:

Generally, our consultants do not need much training, however, training sessions are scheduled to provide the employee an opportunity to meet his/her goals. The following are typical training programs provided by TSCTI:

- **Basic literacy training:** TSCTI provides basic literacy training in the areas of reading and math skills to their employees.
- Interpersonal skills training: TSCTI provides interpersonal skills training to help employees build
 communication skills so as to increase their work performance to effectively interact with their
 coworkers.
- **Problem-solving training:** Problem-solving training is provided to introduce self-managed teams and implement Total Quality Management (TQM).
- **Diversity training:** Awareness training is provided to create an understanding of the need for, and meaning of, managing and valuing diversity. Skill-building training educates employees about specific cultural differences in the workplace.
- **Safety Training:** By providing our employees with relevant ongoing safety training and audits, TSCTI creates a safe environment, prevents work-related injuries, and impact on insurance costs. TSCTI assigns safety professionals who train the employees on a weekly, monthly or as needed basis.

Our training modules are designed to allow employee training when time is available. TSCTI has developed a customized safety training strategy, which includes industry, HIPPA, OSHA and regulatory required

training. Training is given to employees in order to improve production, quality and employee safety so as to ensure that employees are properly trained prior to being placed in the production process. In addition to regular safety training meetings, here are many things TSCTI management does to help keep workers safe on the job.

- Include employees in discussions on policies involving safety issues and in identifying existing and potential workplace hazards. By doing this, workers become more apt to be compliant and accountable.
- Encouraging workers to report any workplace hazards they encounter.
- Post a copy of the company's health and safety policy in a place that is visible for everyone to see.
- Make certain an employee is properly trained on any new equipment, or on a piece of equipment that is new to that employee.
- Post workplace safety slogans, signs and posters that reinforce safe work habits.
- Form employee safety teams or committees and have them take part in safety inspections.
- Make certain that all managers and supervisors are trained to recognize potential workplace hazards.

Whenever a candidate is found matching the required job description, interview is conducted as a part in which various online tests are conducted in order to test the ability of the candidate to perform all then tasks assigned. TSCTI has an in-house format for the tests conducted. Often the tests are multiple-choice and administered under exam conditions. TSCTI has set a screening criterion in which questions are asked, typing tests are taken. Reports are generated which give a clear capability of the candidate.

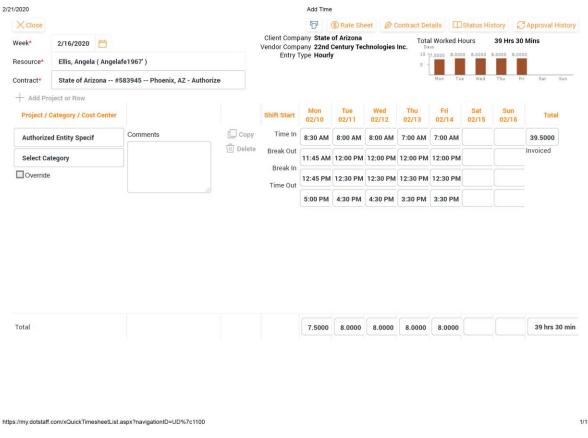
We provide tests that will not only measure a candidate's skill proficiency but also their overall aptitude and motivation. Our customized assessments (upon request) are administered through an online testing tool. Regular training sessions are given to the employee in order to be updated about the new environment they are working in. various types of trainings provided are:

- Timesheet Training
- Safety Training
- EEO Training

Timesheet Procedure:

TSCTI has a standardized Defense Contract Audit Agency (DCAA) compliant tool. We use OfficeClip for Timesheet to log time spent on specific projects for our client. It supports organizations that record time on a weekly, bi-weekly, semi-monthly, or monthly basis. The Timesheet Report and Expense Reporting feature of OfficeClip includes a powerful report generator. The reporting module has a scheduler that can run a report and then email these daily, weekly, or monthly, in either Excel or PDF format. This way TSCTI can run the reports in the background and get the finished report in the mailbox whenever required.

OfficeClip Employee Timesheet and Expense Report provide a web-based software application that satisfies the need for accurately tracking online Timesheet and Expense of both internal and client-based projects. The OfficeClip Timesheet Software is designed to run on a web server and is accessible via a web browser anytime, anywhere also on any mobile device. It records time on a weekly, bi-weekly, semi-monthly, or monthly basis. The Timesheet Report and Expense Reporting feature of OfficeClip includes a powerful report generator. The reporting module has a scheduler that can run a report and then email these daily, weekly, or monthly, in either Excel or PDF format. This way TSCTI can run the reports in the background and get the finished report in the mailbox whenever required. Our Accounting system, QuickBooks has the functionality to generate invoices with different templates according to Client requirements. Invoices can be sent, paid online and exported in Excel, PDF, and State format.



Sample of timesheet

Invoicing Process:

TSCTI understands that timely payment to the staff is a very important factor for our employee's satisfaction. TSCTI has never missed out on the decided dates or time frames to make payment to our valuable employees and all the TSCTI employees are aware of these arrangements. TSCTI utilizes the integration provided via Impression to download approved timesheet data into our Microsoft Dynamics financial system. The timesheet detail is segregated by Agency, Purchase Order number, Line Item, and resource; this allows us to generate an invoice with as much detail and summarization as specified by each client for each Purchase Order. These invoices can be emailed directly to any specified client representative. We generate payroll twice in a month and the payment to our staff is made every 15 days. The payment for the first fifteen days is paid on the 15th day of the month and payment for the second fifteen days of is paid on the 30th/31st day of the month. The payment is made through automatic transfer to the employee's account, details of which are taken at the time of hiring. The amount is calculated based upon the timesheet sent to the company duly signed by the manager at the client side.

The steps involved in generating invoices are described as under:

- Invoices for services rendered are submitted bi-weekly for every month in which the services have been provided.
- The invoice includes, at the minimum, complete details like; Project Title; Invoice number; Purchase
 Order number assigned, Start and End dates of the Project; Hours billed; Each Position Title; Period
 covered and Invoice total.

- TSCTI will attach documents to the detailed invoice. The details are; a weekly signed copy of the timesheet, after hours' approval form, Tour approval form, Expenses statement, scanned copies of all receipts, Proof of distance traveled (miles) with a printout from mapquest.com between destinations traveled.
- Invoices are submitted to the address specified within the purchase order received from the State.
- An annual summary of billing will also be provided if requested to the State.
- If required, TSCTI can raise the invoice on the State's Invoice Voucher.
- A final invoice is raised at the conclusion of the project.
- Each expense and/or disbursement is specifically identified on the invoice.
- Payment is expected to be made within the agreed time after the invoice is submitted to the State.

Two Types of Invoices are generated

One Consolidated Invoice containing a consolidated summary of all consultants indicating the number of hours worked by each of the consultant, discount, after hours worked, expenses etc. in the case of multiple consultants working on Work Order.

One Detailed Invoice for each of the consultant indicating the number of hours worked by the consultant, discount, after hours worked, expenses etc.

Because our accounting system is DCAA approved and we use standardized processes built on the latest technology, our invoice issue rate is less than 0.01%. Still, TSCTI has a well-defined methodology to handle invoice issues and provide timely resolution. We understand that there may be overpayment or underpayments due to incorrect invoice or any other reason, such as the State is not in agreement with the invoice submitted by TSCTI. For realized overpayments, we credit the difference amount to government account within 10 days. If the State and TSCTI disagrees over the invoice or payment made, we follow State rules and regulations for invoice issue resolution.

Invoice

Invoice #

NJ020304

Bill To

Maryann Bilancio-Olla

100 Riverview Plaza PO BOX 500 Trenton, NJ - 08625



220 Davidson Avenue, Suite #118 Somerset, NJ 08873-4144 EIN: 22-3502121

Ship To	
Dee Migliaccio 100 Riverview Plaza PO BOX 500 Trenton, NJ - 08690	

Date

2/23/2020

		Contract /	Purchase	e Order Num	ber		Terms
	_	18-0	SNSV2-0	0348:3737			Net-60
Item Code	Description			Qty.	Ві	ill Rate	Amount
Monica Didier	Monica Didier_Secretary_(Period 0 02/23/2020) - Regular Hours	2/10/2020 to		63		17.15	1,080.45
Remit Payment to:Bank of America A/c No.381032770535, Routing No.021200339				Total		\$1,080.45	
Point of Contact:	: Shiv (Manager Accounts)	n # 908-765-0002 Ex	d 341				
accounts_njmsp@tscti.com		732-537-9191					

Sample of invoice

TSCTI Payroll Process:

TSCTI has been providing centralized payroll services for 23 years. Our payroll management services allow our clients to take human resources management to a higher level. With our extensive range of services, State can take advantage of a payroll process which is timely and accurate. Our payroll outsourcing options are convenient for part-time, full-time and non-traditional employees, including: Contract workers, Customer-site employees, Family members, Flex-time workers, Freelancers, Interns, Laid-off employees, Retirees, Staff for special projects, Students.

TSCTI employs a Diversity and Inclusion department which is responsible for developing and managing both the strategic and tactical diversity and inclusion efforts for TSCTI, primarily focusing on three key dimensions:

- Perform localized community outreach efforts (specific activities determined at the local level)
- Collaborate and nurture relationships with external diversity partners that share our mission
- Develop our internal diversity and inclusion strategy

Here are some of the payroll services that we provide:

- Employee Self Service (ESS): Online technology for employees to view pay slip, submit IT declaration, decide FBP, submit query.
- Online Access to View/Print Pay Slip
- Automated Attendance, Leave Import/Export Solution
- Web-based Leave Solution
- Reimbursement Management
- Replace Excel to Web-based Processing of Payroll, Reimbursement, and Reports Generation etc.

Effective payroll administration can be a catalyst for this transformation. When you don't want to manage all payroll processes in-house, you can think of payroll outsourcing to an experienced provider such as TSCTI. As a reliable payroll outsourcing firm, we offer better and more efficient payroll management process for State.

Benefits of TSCTI's Payroll Services

Some of the benefits of outsourcing payroll processing and management include the following:

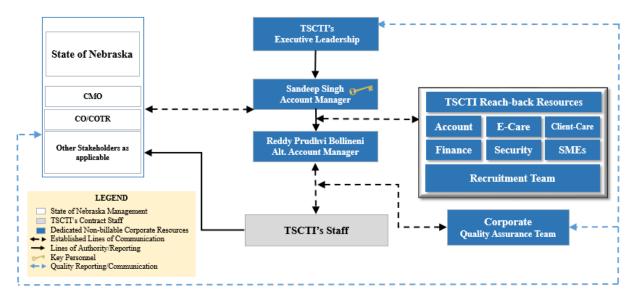
- Fast turnaround. Assistance throughout the entire life-cycle of the employee, right from the day of recruitment to exit.
- Streamlining of all payroll processes. Well thought-out resource deployment.
- Strict adherence to compliance and statutory requirements
- Error-free documentation and reports. Solid business intelligence that helps top management with their strategic initiatives
- Low-risk of penalties due to non-compliance
- Speedy and efficient resolution of all employee issues.

Effective payroll administration can be a catalyst for this transformation. When you don't want to manage all payroll processes in-house, you can think of payroll outsourcing to an experienced provider such as TSCTI. As a reliable payroll outsourcing company, we offer better and more efficient payroll management process for State.

TSCTI Account Management Team

To ensure the success of this contract we will assign a dedicated Account Manager, Mr. Sandeep Singh having extensive experience in managing similar temporary staff augmentation 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 time line 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 State on time and within budget.

For this contract, TSCTI is proposing the services of our highly qualified and experienced Account management team comprising a primary Account Manager (Sandeep Singh) which will act as the key personnel for this contract that will be available to the State 24x7. Alternate Account Manager (Reddy Prudhvi Bollineni), Recruitment Manager (Suchika Mehta), Customer Support Executive, and a team of the dedicated domain specified recruiters. Our dedicated Account Manager will coordinate requests under this contract with the State. TSCTI is proposing the service of alternate Account Manager who will be responsible for working with the primary Account Manager on the State requirement, in case the primary Account Manager is unavailable (due to vacation, leave of absence, attendance at a conference, day off, etc.), all the communication and management of the contract will be managed by the alternate Account Manager without any uninterrupted services. The team that we are proposing for this contract holds years of experience handling similar contracts. In the following table, we have provided an overview of qualifications and experience of our Account Management team, along with the supporting divisions that will be used to service the State.



TSCTI Organization Chart

A summary of TSCTI's proposed personnel are provided as follows:

Sandeep Singh, Account Manager (AM)

Sandeep's experience in staffing & recruiting spans over 15 years servicing public sector, and handling high volume large and mid-sized client relationships. He has been with TSCTI for more than 8 years, sourcing quality talent for our Statewide contracts. Along with the team, he will develop a staffing plan to meet State specific needs.

Responsibilities include but is not limited to

- Key person for managing contract signed with the State and interacting with the HR/Hiring Manager.
- Ensure & track the contract requirements.
- Educate existing/new Alternate Account Manager with the State contract requirements.
- Quarterly meetings to monitor TSCTI contract performance and to know current TSCTI standing & performance on the contract.
- Weekly meeting with Back Office Staffing Operation & E-Care Team to give an update on TSCTI performance & upcoming activities under contract.
- Ensuring that Monthly Compliance Reports are being submitted in time to the State and sending weekly dashboard reports to Executive Management.

Reddy Prudhvi Bollineni, Account Executive (AE)

- Around 5 years of experience in the Account Management, Operations, Customer Relationship Management & Business Development.
- Holds a Master's degree from University of Maryland and has been with TSCTI since Feb 2018.
- Consistently been ranked in the top 3 for TSCTI's Account/ Business Executives throughout the US.
- Involved in many contracts which are exactly similar to the scope and size of this RFP.

Responsibilities include but is not limited to

- Write Synopsis of the State requisition which includes-
 - Overview of the State contract.
 - o Domain-specific skills required.
 - Desired to have skills.
- Working with Recruiting Manager to ensure the quality of candidate selection process
- Coordinating consultant interviews with the State and monthly meeting with the State Management
- To know about upcoming activities and understand the State future needs
- To know about TSCTI staff performance
- Resolving difficult situations with TSCTI Staff working at the State projects
- Time to time meeting with on-site consultants

Suchika Mehta, Recruiting Manager (RM)

Suchika has experience of 7 years with TSCTI as a Recruitment Manager in the government division of TSCTI. She brings over 10 years of expertise in the HR/Clerical/Admin recruitment and resource management and holds a Master's degree. Her success can be demonstrated by association with some of our prestigious clients where we provided similar staffing services.

Responsibilities include but is not limited to

- Managing staffing need of the State requisitions
- Ensuring and track the staffing requirements of the State
- Setting up the milestone of each activity to complete the State submittal within 2-3 days
- Training and skill enhancement to existing & new recruiters on the State staffing requirements
- Arranging & managing interview schedules between the State & consultants

•	Certified and experienced recruiter, with 9 years of expertise in
	recruiting.

Holds Bachelor degree in Computers

Sandy Croft, Recruitment Lead (RL)

- Currently working as Recruitment Lead, guiding and managing the recruiting teams.
- Holds significant business intelligence and a vast network of active and passive contacts, and is a perfect fit for this contract.

Responsibilities include but is not limited to

- Preparing Job Description for posting on the job sites & send to TSCTI internal staff
- Search suitable candidates using: Candidate Database (Dice, Monster, CareerBuilder, Internal Database)
- Send job requirements to consultant's network in internal database
- Formatting resumes as per the State requirement
- Arranging interviews or tests using internal expert team member
- Evaluating soft skills, inter-personnel skills & team qualities
- Submitting qualified resumes to the Recruitment Manager

Ravinder Singh, A/P Manager

- An experienced A/P manager with 15 years of expertise in areas ranging from P&L/financial statements, management reports, general ledger, accounts payable/ receivable, reconciliations, and job costing.
- Possesses dynamic organization, project planning, time management, and multi-tasking abilities.
- Holds Master's degree in Finance

Responsibilities include but is not limited to

- Manage a team of accounting employees including recruiting, hirring, and monitoring daily workflow
- Create, update and maintain AP vendor profiles and physical files
- Ensure primary source documentation and that approval process is followed
- Enter invoices into accounting system and process checks according to State requirement
- Reconcile vendor statements, respond to vendor inquiries and resolve any invoice discrepancies
- Manage, review and process the weekly payroll (overtime, retroactive payments, PTO payout, bonuses, raises)
- Act as liaison with E-care; troubleshoot and resolve issues
- Annual W-2 issuance, ensure accuracy and distribute in a timely manner
- Update all payroll related changes- new hires, terminations, transit, parking, 401K, Roth IRA, direct deposits, status changes, withholding changes, address changes, medical deductions
- Ensure compliance with payroll laws and tax notices

Jessica Duncan, E-Care Manager Ms. Duncan is highly skilled and results-driven Employee Care/HR Manager with over 8 years of experience focused on US staffing. She has profound experience in resource management Candidate Tracking, Recruitment, Hiring, Onboarding, Personnel Database Maintenance, Benefits Processing, Orientation, Training, and Security Paperwork Processing. Credentials include:

- Bachelor of Science in Business Administration
- Certificate in Management Foundations
- Fundamentals of system acquisition management

Responsibilities

- Manage consultants at the State sites and a key person to keep consultants motivated and up to date
- Take care of consultant's requests/issues and resolve all the request
- Works closely with AM to follow the progress of the project and ensure that consultants are up to date with latest work techniques and get those required training
- Create a training request if staff would like to participate in the State or outside training

Jagan Pakkirisankar, QA Manager	years of quality the Qua governi
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Mr. Pakkirisankar has overall 17 years of staffing experience, including 10 years of experience in determining, negotiating and agreeing on in-house quality procedures, standards and specifications in developing and maintaining the Quality Assurance and Inspection Program for federal and state government contracts. Holds extensive experience in the maintenance of policies, procedures, and standards in accordance with the Client policies and procedures, and related rules and contractual standards.

Responsibilities

- Contributing information and analysis to strategic plans and reviews; preparing and completing action plans;
- Implementing productivity, quality, and customer-service standards; identifying and resolving problems; completing audits; determining system improvements; implementing change.
- Involve in financial objectives by estimating requirements; preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective actions.
- Prepare quality documentation and reports by collecting, analyzing and summarizing information and trends including failed processes, stability studies, recalls, corrective actions, and re-validations

Detailed Resumes are provided below:

Sandeep Singh, Account Manager

A competent and experienced staffing professional, having more than 15 years of experience in contract/account management with technical proficiency, organizational skills, supervisory skills, leadership, and communication abilities. Single point of contact for the 22nd Century's similar clients where maintaining and strengthening relationships with clients through the delivery of high-quality client service and keeping an excellent attention to detail. He is working closely the Health Department of the State Of New Jersey, South Carolina Department of Health and Environmental Control, State of New York, Commonwealth of Virginia, Department of Health and Human Services in Michigan, Stand Up Facility DC, Children's National Hospital, Howard University Hospital, George Washington University Hospital, MedStar Washington Hospital Center, Sibley Memorial Hospital, Georgetown University Hospital, United Medical Center, Sing Sing Correctional Facility in Ossining NY and more. He is implementing emergency measures and providing access to care for COVID-19 and other medical, behavioral and social needs. As an Account Manager, he is accountable for the overall operation of his clients, including setting business strategy and supporting his management team in business development, service delivery, employee retention, recruiting, and expense management.

- Involved in a transition of temporary employees, and carry out staff performance reviews.
- Expert for selecting, training, and developing the management team and for monitoring performance.
- Knowledge of the business strategy and support the management team in business development, service delivery, Client and employee retention, recruiting, and expense management (e.g., workers' compensation, unemployment compensation, general operating expenses).
- Review contractual performance of both parties to ensure compliance with terms and to identify conflicts or changes requiring resolution at contract renewal.
- Developed repeatable services and recruitment processes to ensure creative sourcing of qualified candidates through a wide variety of channels, including Direct sourcing, Employee referrals, Community involvement, Job fairs, Internal employee database.
- Maintained deadlines on deliverables and communicate on an ongoing basis about contractual issues.
- Assisted the PMs and SMEs with weekly and monthly reporting both internally and externally.
- Hold weekly and monthly staff meetings.
- Use the latest service management tools, techniques, and trends.

Education

- PGDIM, International Marketing, 1999 2001
- Business Administration, Commerce, 1999

Experience

Client	22nd Century Technologies, Inc. (Multiple Projects)	
Position	Account Manager	
Duration	Feb 2010 – Present	

During his time in TSCTI, he has been involved in various State and local government contracts. The portfolio includes similar clients and clients in the government sector such *State of Nebraska*, *Virginia Department of Health*, *New Jersey Department of Health*, *State of Michigan (Department of Health and Human Services) and many more*. As an Account Manager, he is accountable for the overall operation of the clients, including setting business strategy and supporting his management team in business development, service delivery, employee retention, recruiting, and expense management. Some of his client engagements are as follows:

State of Nebraska

Responsibilities

- Develop repeatable services and recruitment processes to ensure creative sourcing of qualified candidates through a wide variety of channels, including:
 - o Direct sourcing
 - o Internet
 - o Employee referrals
 - o Community involvement,
 - o Job fairs
 - o Internal employee database
- Engage with State stakeholders in negotiation decisions involving legal or regulatory requirements, contract standards, and cost targets.
- Maintain deadlines on deliverables and communicate on an ongoing basis with State about contractual issues.
- Assist the PMs and SMEs with weekly and monthly reporting both internally and externally.

Virginia Department of Health

Responsibilities:

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

New Jersey Department of Health

Responsibilities:

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

State of Michigan (Department of Health and Human Services) Responsibilities:

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

Client	HCL
Position	Account Executive
Duration	Jul 2004 – Feb 2010

- Worked with product leads to ensure requirements are gathered, and clear for the appropriate teams.
- Ensured a consistent and shared understanding of best practices across teams and functions. Ensured standards for communications and reporting are being followed.
- Participated in the initial planning until work packages or activities are assigned.
- Assisted with problems related to team member performance.

Client	Telefocus Communications
Position	Field Manager
Duration	Aug 1999 – Jul 2004

- Managed a team of 6-18 field interviewers on an assigned project as well as for all project field data collection tasks within a geographical region;
- Provided guidance when problems arise; interpret and clarify data collection procedures; motivated field interviewers, and made data driven decisions using a variety of reports produced from CM Field.
- Conducted skill training for Field interviewers including telephone training, in-person training, refresher training during the project, and other training deemed necessary by the project.
- Developed strategies during field period to include overall fielding plans, travel, cost and production, and project shutdown. Assigned and re-assigned (or re-distributed) cases to interviewing staff.

References for Mr. Sandeep Singh (Key Personnel) are provided below:

Reference #1

Client Name: New Jersey Department of Health Contact Name: Kelly Anderson-Thomas, MPH, MS Title: Executive Assistant to the Deputy Commissioner Contact Number: 609-376-0940 |È609-712-4144 Email Address: kelly.anderson-thomas@doh.nj.gov

Reference #2

Client Name: Virginia Department of Health

Contact Name: Karen Beebe

Title: GA & Procurement Business Manager

Contact Number: 804-864-7493

Email Address: karen.beebe@vdh.virginia.gov

Reference #3

Client Name: Fire Department of the City of New York (FDNY)

Contact Name: Cecily Halliburton

Title: Assistant Deputy ACCO | Bureau of Fiscal Services

Contact Number: 718-999-2845

Email Address: Cecily.Halliburton@fdny.nyc.gov

Reddy Prudhvi Bollineni, Account Executive

Summary

Reddy is a highly skilled and qualified staffing professional with over 5 years of experience in Account Management, Operations, and Customer Relationship Management & Business Development. He holds extensive experience in ensuring the timely and successful delivery of our staffing solutions according to client needs and objectives. Holds proven experience in communicating clearly the progress of weekly, monthly, and quarterly status updates to internal stakeholders. He is skilled in heading various State accounts to effectively manage the day to day operations and liaising with key State agencies to gather requirements and understand the overall functioning of existing resources. He holds experience in Account Management, Sales and Marketing teams and consistently managing, tracking and ensuring projects on-budget, on-schedule, and on-scope. He has hands-on experience in coordinating and building relationships with cross-functional teams to consistently deliver high quality projects on schedule and within budget. He has the ability to interface/communicate with a diverse group of customers in a friendly and respectable manner. Expert in ensuring Service Level Agreements (SLAs) are met during the full life-cycle of the temporary labor process.

Education & Certification

- Master of Science, University of Maryland
- Bachelor of Technology (B.Tech.), Electronics and Communications Engineering
- Scrum Master Accredited Certification (SMAC), International Scrum Institute

Professional Experience

Client	22nd Century Technologies, Inc. (TSCTI)	
Position	Account Executive	
Duration	Feb 2018 – Present	

- Manage multiple accounts; develop positive working relationships with all customer touch points
- Responsible for marketing the company's services, increasing corporate accounts, and improving the quality of service provided to clients
- Work closely with Primary Account s and Ad Operations on day-to-day operational processes including campaign set-up, receipt of creative or tags, trafficking, optimization, troubleshooting, and QA.
- Develop strategy and maintain relationships with diverse subcontractors. Meet with consultants to discuss
 individual goals and plan career development; locate training necessary to enhance the consultant's career growth
- Acquired hands-on training on VMS/MSP contracts, ability to work on a cross functional team to execute on objectives through influence and personal skills
- Train new recruiters on corporate policies, interviewing procedures, salary guidelines, sourcing methods, and corporate recruiter development plan.
- Resolved consultant's work site issues, worked in a fast-paced sales environment with multiple deliverables and deadlines each day.
- Work closely with Finance on billing set up and invoicing, manage customer activity with CRM tools for maximum efficiency and visibility, with carefully executed follow-up to closure on open issues.
- Incorporate active and proactive methods of candidate identification including Networking, Referral, Career Fair, Internal Database, Advertising, and the Internet.
- Prepare advertising for the Internet, newspaper, and other industry-related mediums to enhance market exposure.

Prior Experience

Client Name	Position	Duration
Synapsis Inc.	Account Manager	Jul 2017 – Oct 2017
Angarai	Market Research Analyst/ Account Manager	Sep 2016 – Jun 2017
DuneApps, LLC	Co-Founder	Jul 2015 – Aug 2016
University of Maryland	Office Assistant/ Research Assistant	Jun 2015 – May 2016

Suchika Mehta, Recruitment Manager

Suchika is an experienced, disciplined, team-player and highly-motivated Recruitment Manager, accomplished and fluent communicator with strong investigation, problem-solving and decision- making skills, combined with a pragmatic approach and sound business acumen. She is highly accomplished with a verifiable track record in fields such as analysis and gathering, business process mapping and the development of interactive prototypes. Profound experience in Staffing (Recruitment/Consulting) industry for Transit Clients. Possess strong technical/business knowledge and understanding of technical requirements; deep sourcing skills and experience in sourcing candidates; excellent candidate assessment skills. Partner with hiring managers to understand the skills and background required for each opportunity Focused on the recruitment at all levels. Understanding of best recruiting practices and procedures. Specialties: Experience in recruiting for several defense contractors, government agencies and 20+ state agencies. Meet established hiring targets and maintains compliance with established reporting structure. Expertise in Contracts on Full time, Corp-to-Corp, 1099 or W2 candidatures. Develops a strong relationship with client and candidate and maintains communication with both. Provides information about opportunities, services, and resources.

Core Competencies

- Expert in the recruitment process and resource management, sourcing strategies, recruitment process improvement and up gradation and compliance management.
- Teach how to drive and managed the entire recruiting process starting with identifying the requirement, posting positions on the internet/ intranet, job boards, etc., sourcing resumes, finding and screening candidates to extending the offers and closing the positions successfully to the juniors.
- Expert in handling various non-IT positions including, but not limited to Accountants, Administrative & Clerical Staffs, Accounting Managers, Auditing Managers, Budget Managers, Data Analysts, etc.
- Handling entire resource operation fulfillment functions for Global Delivery Center.
- Team Building and Management.
- Expert in in-house recruitment & placing H1B candidates on Bench with different skill sets.
- Interacting with Hiring Manger of End Client and discussing the requirements with the team and the sourcing needs of them and fulfilling them.
- Expert in recruitment at times using Dice and Monster and other job portals.
- Additional skills include Zoniac, C-Pas, Web Pas, Lotus Notes, Monster, DICE, Net-Temps, Jobs Ahead and other Software and Tools related to Recruitments, MS Office, MS Outlook, and MS Excel.

Education

- National Institute of Personnel Management Master of Business Administration (MBA), Human Resources Management and Services, 2009 – 2011
- St Bede's College BA, French, 2003 2006
- Auckland House School, Economics, 1992 2002

Professional Experience

Client	22nd Century Technologies, Inc.
Position	Recruitment Manager
Duration	Aug 2013 – Present

Responsibilities she is performing for our clients

- Managing staffing need of the Client requisitions
- Ensuring and track the staffing requirements of the Client
- Setting up the milestone of each activity to complete the Client submittal within defined timeline
- Training and skill enhancement to existing & new recruiters on the Client's staffing requirements
- Arranging & managing interview schedules between the Client & consultants

Sandy Croft, Recruiting Lead

Sandy is a certified senior professional with 9 years of robust experience in Staffing and Data-mining experience in Direct/ Indirect Recruitment/ Staffing for US based clients, experience including Major Nationwide Staff Augmentation/ Solutions Public Company. He got extensive experience in recruiting for the US market, experience working in a fast-paced environment. He has handled sourcing assignments for full-time, contract and temporary employees, for both in-house corporate staffing requirements as well as for clients. He holds expertise in the areas of Resourcing, Head Hunting, Internet Research, Rate Negotiation, and Establishing Processes. Possess a strong understanding and experience working in the US market. He is a self-motivated team player with excellent communication and organizational skills with excellent interpersonal skills.

Core Competencies

- Extensive experience in recruiting for the US market, experience working in a fast-paced environment
- In his positions as a Recruiter, he drove and managed the entire recruiting process starting with identifying the requirement, posting positions on internet/ intranet, job boards, etc., sourcing resumes, finding and screening candidates to extending the offers and closing positions successfully
- Strong in various internet databases (Monster.com, Dice.com, Careerbuilder.com, Yahoo Hot Jobs.), as well as other traditional and non-traditional recruiting and sourcing methods
- Staffed entire projects from inception till completion, and managed/monitored the project for Resourcing needs
- Mentoring junior recruiters in developing a service-oriented attitude directed towards the candidate's development and post-placement follow-up.
- Expert in sourcing candidates from user groups, internal database, web pages, active and passive candidates, and typical job boards (Dice, Head-hunter, Hotjobs, Monster.com, and Craigslist, etc.).
- Expert in ensuring pre-qualified candidates that their needs and expectations (visa sponsorship, comp packages: Salary, Location/ relocation, work environment, executive, and management structure, etc.) were commensurate with clients' needs and work environment.
- Expert in providing candidate feedback to hiring managers including reasons that the interview process needed to be streamlined, market conditions that affected their hiring process.
- Expert in creating a list of short, medium and long-term requirements and used as a baseline for evaluating internal and external methodologies and tools.

Education and Certification

- Bachelor of Technology Computer Sciences and Engineering
- Microsoft Certified Professional

Professional Experience

Client	22nd Century Technologies, Inc.
Position	Recruiting Lead
Duration	Aug 2011 – Present

Responsibilities:

- Preparing Job Description for posting on the job sites & send to TSCTI staff
- Search for suitable candidates using:
- Candidate Database (Dice, Monster, CareerBuilder, Internal Database)
- Send job requirements to the consultant's network in the internal database
- Formatting resumes as per the Client requirement
- Arranging interviews or tests using internal expert team member
- Evaluating soft skills, inter-personnel skills & team qualities
- Submitting qualified resumes to the Recruitment Manager

Prior Experience

Client	Position	Duration
Infojini Consulting	Senior Recruiter	Apr 2011 – Jun 2011
22nd Century Technologies, Inc.	Recruiter	Jan 2009 – Apr 2011

Jessica Duncan, E-Care Manager

Ms. Duncan is a highly skilled and result-driven Employee Care Manager with over 7 years of experience focused on US staffing. She has profound experience in resource management Candidate Tracking, Recruitment, Hiring, Onboarding, Personnel Database Maintenance, Benefits Processing, Orientation, Training, and Security Paperwork Processing. She holds plausible experience in managing teams of business development executives for direct client/3rd party requirements and sales team for bench selling and possesses proven experience in developing strategies and tools to improve employee care center work processes, team building, and training & ensures accuracy. She has demonstrated experience in billing and payroll, background check, reference check, client and employee relations and possesses strong knowledge and experience in assisting managers with accounts payable & receivable, month end reconciliations including general ledger, bank statements, and Corp. Credits.

Core Competencies

- Profound experience in creating and implementing strategic marketing communication plans, which identify new market opportunities, establish a strong corporate identity nationally and maximize short- & long-term revenues.
- Relevant experience in maintaining records for collections, balance due, and paid in full customers for accounts receivables/ payable.
- Substantial experience in preparing proposals for bids, make presentations, and close contract sales, by selling new technologies, methodologies and systematic industrial purification.
- Diversified experience in utilizing mechanisms such as; the internet (LinkedIn business registrars), cold calling, telemarketing, social media, networking, chamber of commerce and better business bureau to help drive positive business results and events.
- Proficient in developing strategies and tools to improve Employee Care Center work processes, Teambuilding,
 Training and ensuring accuracy and timeliness in the processing of timekeeping data for payroll.

Education & Certifications

- Bachelor of Science in Business Administration
- Certificate in Management Foundations
- Fundamentals of system acquisition management (working towards Acquisition Certification)

Experience

Client	22nd Century Technologies, Inc.
Position	E-Care Manager
Duration	Aug 2013 – Present

At TSCTI, she is responsible for overseeing department functions and managing employees at the Client site, ensuring a productive and motivating working environment for staff, and addressing any issues/ disputes from employees. Other responsibilities include:

- Manage consultants at the Client sites and a key person to keep consultants motivated and up to date
- Take care of consultant's requests/ issues and resolve all the request
- Work closely with Account Manager to follow the progress of the project and ensure that consultants are up to date with the latest work techniques and get those required training
- Create a training request if staff would like to participate in the Client or outside training
- Selects and supervises HR consultants, attorneys, and training specialists, and coordinates company use of insurance brokers, insurance carriers, pension administrators, and other outside sources.

Prior Experience

Client	Position	Duration
FEMA/ DHS/ ICF International	Business Analyst	Sep 2012 – Jul 2013
Wells Fargo, Frederick	Data Analyst	Oct 2011 – Sep 2012
Navy Federal Credit Union	Member Service Representative	Aug 2007 – Dec 2010
Brainard Consulting LLC	Administrative Support	Mar 2006 – Aug 2007

Ravinder Singh, Finance Manager

Ravinder is an accomplished, result driven Finance Manager with over 15 years of experience focused on creating and documenting billing processes for various staffing and consulting projects. He has a strong background in cost accounting, month and year-end closing procedures, budget development, forecasting, variance analysis, and process improvements with a focus on accuracy and efficiency. He has extensive experience in managing cash receipts and Accounts Receivable (AR) collections and managing the relationship with 3rd party providers such as PayPal. He is skilled in directing all Accounts Receivable functions, Sales Orders, Invoicing, Bank Deposits, and Cash posting on a daily basis.

Core Competencies

- Fully conversant with the CRM, invoicing, timesheet-tracking & payment to consultants, rate negotiations, contract writing, and negotiations.
- Expert in managing the billing and payroll functions including analyzing, documenting, and improving processes.
- Supervise the preparation of monthly, quarterly and yearly financial reports.
- Skilled in performing routine accounting activities such as maintenance of the general ledger, preparation, and distribution of various financial reports, payroll input, reconciliation of balance sheet accounts, and journal entries.
- Organize financial records & created accounting systems for small businesses.
- Resolve months of backlogged accounts, restored order, and organization to processes/records in disarray, researched and solved billing issues to correct invoicing and journal entry errors previously missed.
- Setup new billing processes and procedures during new system implementation and ensured a smoother transition for the organization to deliver accurate invoicing to clients.

Education

- Post Graduate Diploma in Computer Applications (PGDCA)
- Master of Business Administration (MBA), Finance

Experience

Client	22nd Century Technologies, Inc.
Position	A/P, Finance Manager
Duration	Feb 2005 – Present

Responsibilities:

- Manage a team of accounting employees including recruiting, hiring, and monitoring daily workflow
- Create, update and maintain AP vendor profiles and physical files
- Ensure primary source documentation and that approval process is followed
- Enter invoices into an accounting system and process checks according to the Client's requirement
- Reconcile vendor statements, respond to vendor inquiries and resolve any invoice discrepancies
- Manage, review and process the weekly payroll (overtime, retroactive payments, PTO payout, bonuses, raises)
- Act as liaison with E-care; troubleshoot and resolve issues
- Annual W-2 issuance, ensure accuracy and distribute in a timely manner
- Update all payroll related changes- new hires, terminations, transit, parking, 401K, Roth, direct deposits, status changes, withholding changes, address changes, medical deductions
- Ensure compliance with payroll laws and tax notices

Jagan Pakkirisankar, QA Manager

Summary

Mr. Pakkirisankar has over 20 years of staffing experience, including 10 years of experience in determining, negotiating and agreeing on in-house quality procedures, standards and specifications in developing and maintaining the Quality Assurance and Inspection Program for federal and state government contracts. Holds extensive experience in the maintenance of policies, procedures, and standards in accordance with the Client policies and procedures, and related rules and contractual standards. He is an expert in providing continuous quality improvement and leadership to ensure service quality and compliance with industry regulations and certifications. He holds proficiency in facilitating QA best practices within the organization, including the management of all planning, monitoring, appraising, and reviewing job contributions; planning and reviewing compensation actions; enforcing policies and procedures. He has substantial experience in coordinating collecting, analyzing and summarizing information and trends including failed processes, stability studies, recalls, corrective actions, and re-validations. He has solid working experience in making recommendations to the Contract Manager concerning facility and employee quality assurance issues. Possess good interpersonal and communication skills.

Education & Certifications

- BS in Computer Science
- Certified as Internal Auditor for Quality Systems as per ISO 9000

Experience

22nd Century Technologies, Inc.

Mar 2007 - Present

Jagan is actively working directly as well as indirectly with numerous state and federal clients. In the past 10 years with TSCTI, he has been involved in more than 50 contracts. He is working with TSCTI to deliver best practices to clients across the nation. He is committed to maintaining high standards of quality expected from clients, by implementing quality assurance human resource objectives by recruiting, selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicating job expectations; planning, monitoring, appraising, and reviewing job contributions; planning and reviewing compensation actions; enforcing policies and procedures. Other responsibilities include:

- Contributing information and analysis to strategic plans and reviews; preparing and completing action plans; implementing productivity, quality, and customer-service standards; identifying and resolving problems; completing audits; determining system improvements; implementing change.
- Involve in financial objectives by estimating requirements; preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective actions.
- Prepare quality documentation and reports by collecting, analyzing and summarizing information and trends including failed processes, stability studies, recalls, corrective actions, and re-validations.
- Enhance department and organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.
- Update job knowledge by studying trends in and developments in quality management; participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.

Prior Experience

Client	Position	Duration
Outline Systems, Inc.	Sr. QA Engineer	May 2005 – Feb 2007
IGATE	QA Engineer	Jun 2002 – May 2005
IT&T	Jr. QA Engineer	May 1998 – Jun 2002

J. SUBCONTRACTORS

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

- 1. Name, address, and telephone number of the Subcontractor(s);
- 2. Specific tasks for each Subcontractor(s);
- 3. Percentage of performance hours intended for each Subcontract; and
- 4. Total percentage of Subcontractor(s) performance hours.

TSCTI is not utilizing any subcontractor.

COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

As per the solicitation document "H. SUBMISSION OF PROPOSALS" TSCTI has uploaded separate file for Cost Proposal.

Forms/Attachments

Form A

Form A Contractor Proposal Point of Contact Request for Proposal Number 6322 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information				
Contractor Name:	22nd Century Technologies, Inc.			
Contractor Address:	220 Davidson Avenue, Suite 118, Somerset, NJ 08873			
Contact Person & Title:	Eva Gaddis-McKnight, Administrator			
E-mail Address:	sledproposals@tscti.com			
Telephone Number (Office):	888-998-7284			
Telephone Number (Cellular):				
Fax Number:	732-537-0888			

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information				
Contractor Name: 22nd Century Technologies, Inc.				
Contractor Address:	220 Davidson Avenue, Suite 118, Somerset, NJ 08873			
Contact Person & Title:	Sandeep Singh, Account Manager			
E-mail Address:	sandeeps@tscti.com			
Telephone Number (Office):	703-286-7655			
Telephone Number (Cellular):	914-433-8200			
Fax Number:	703-436-2147			

Form B

Form B NDCS Supplemental Contract Information Request for Proposal Number 6322 Z1

	Request for Proposal Number 6322 21		
contractual servic	epartment of Correctional Services (NDCS) is committed to the open and fair process es; additionally, we are committed to upholding the laws of the State of Nebraska, the NDC I internal recommendations for improving best business practices.	s for sel CS Code	ection of of Ethic
	the questions below and submit with your bid documents. Responding "yes" to any question ration, but may necessitate a follow-up information request.	will not	disqualit
Company Name:	22nd Century Technologies, Inc.		
PO Box Address:			
hysical Address:	220 Davidson Avenue, Suite 118		
city/State/Zip:	Somerset, NJ 08873		
hone Number:	888-998-7284		
	tact: Eva Gaddis-McKnight, Administrator		
		YES	NO
relationship Services?	wiledge do you have any relatives, employees, contractors, sub-contractors, or a personal with anyone who is currently employed by the Nebraska Department of Correctional		V
'	who?		-
current conf	ployee of the Department of Correctional Services performed work for you under your tract with the NDCS?		V
If yes,	who, how long, and in what capacity?		
position in y	reployee of the Department of Correctional Services (past or present) hold any corporate our company? who and what position?		V
Incorporate	d companies, please provide the following information:		1
Name of Co	prorate Entity: 22nd Century Technologies, Inc.		
	fice Address: 220 Davidson Avenue, Suite 118, Somerset, NJ 08873		
	Agent and Office Address: 5601 SOUTH 59TH STREET LINCOLN, NE 68516		
	orated Companies please provide the following information:	2.2	
	pelow, I attest that neither I, nor my company, nor any primary officer or employee in my interest with the Nebraska Department of Correctional Services. Aug. 06 - 2020 Date	compar	ny has a
	Page 76	olato I O	7012016
	RFP Boiler	plate 07	701201

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Request for Proposal.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (OR VIA DOCUSIGN)

FIRM:	22nd Century Technologies, Inc.
COMPLETE ADDRESS:	220 Davidson Avenue, Suite 118, Somerset, NJ 08873
TELEPHONE NUMBER:	888-998-7284
FAX NUMBER:	732-537-0888
DATE:	09/01/2020
SIGNATURE:	Ena Gaddis-MKnight
TYPED NAME & TITLE OF SIGNER:	Eva Gaddis-McKnight, Administrator

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Certificate of Insurance

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Benjamin Levenson InsureYourCompany.com PHONE (A/C, No, Ext): (888) 242-4675 E-MAIL ADDRESS: Ben@insureyou FAX (A/C, No): (732) 862-1177 An ISU Network Member Ben@insureyourcompany.com 225 Gordons Corner Road Suite 1H Manalapan NJ 07726 INSURER(S) AFFORDING COVERAGE NAIC# Atlantic Specialty Insurance Company 27154 INSURER A: INSURED INSURER B: Wesco Insurance Company 25011 22nd Century Technologies Inc 30104 Hartford Insurance INSURER C: 220 Davidson Avenue, Suite 118 Somerset NJ 08873 INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER: 109139 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 SUICH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	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		
Α	COMMERCIAL GENERAL LIABILITY			711016584-0001	02/07/2020	02/07/2021	EACH OCCURRENCE	\$ 1,000,000	
1	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
1	CGL/Auto Deductible \$2500						MED EXP (Any one person)	\$ 10,000	
1	Contractual Liability	×	×				PERSONAL & ADV INJURY	\$ 1,000,000	
1	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	X POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY			711016584-0001	02/07/2020	02/07/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
1	ANY AUTO	١					BODILY INJURY (Per person)	\$	
	X ALL OWNED SCHEDULED AUTOS	×	×				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$ 50,000	
\perp							Deductible	\$ 1,000	
Α	X UMBRELLA LIAB X OCCUR	١		711016584-0001	02/07/2020	02/07/2021	EACH OCCURRENCE	\$ 12,000,000	
1	EXCESS LIAB CLAIMS-MADE	×	×				AGGREGATE	\$ 12,000,000	
	DED X RETENTION \$ 10,000							\$	
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WWC3483989	07/31/2020	07/31/2021	X PER STATUTE OTH-		
l _B	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	×				E.L. EACH ACCIDENT	\$ 1,000,000	
٦	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
I A	Professional Liability			760010565-0001	02/07/2020		\$10,000,000 Each Claim / \$		
	C 3rd Party Fidelity Crime Bond			13TP0322385	02/07/2020		\$5,000,000 Each Loss / \$5,0		
	A Cyber Liability			760010565-0001 13KB0343846	02/07/2020		\$3,000,000 Each Claim / \$3 \$1,000,000 Each Claim / \$1		
C	EPL-Employment Practices Liab.	1		13000343040	11/10/2019	11/18/2020	φ i,υυυ,υυυ Each Claim / φ i	,uuu,uuu Aygregate	

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

Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.

Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.

CERTIFICATE HOLDER	CANCELLATION
State Purchasing Bureau 1526 K Street, Suite 130 Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Alan Levenson

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CERT NO:109139 Alan Levenson 08/07/2020

TSCTI Business License

STATE OF NEBRASKA

United States of America, State of Nebraska } ss.

Secretary of State State Capitol Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the State of Nebraska, do hereby certify that

22ND CENTURY TECHNOLOGIES, INC.

a New Jersey corporation is authorized to transact business in Nebraska;

that no occupation taxes due from and assessable against the Corporation are unpaid and have become delinquent;

that no annual or biennial report required to be forwarded by the Corporation to the Secretary of State has become delinquent;

that a Certificate of Withdrawal has not been filed.

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

In Testimony Whereof,



I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on this date of

August 7, 2020

Secretary of State

Verification ID cdb80ca has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.

TSCTI Experience

22nd Century Technologies Inc., (TSCTI) is one of the fastest growing nursing staffing companies in the United 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 researches 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 State 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 State to fulfill its goals. Our Senior Consultants will assist in providing trusted and reliable services. Along with quickly achieving staffing levels to maintain the State revenue goals and providing solutions for their temporary nursing personnel staffing shortages, we will assist the State 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 State to achieve contingent staffing goals:

• Domain Experience: TSCTI has serviced over 280 public sector agencies, including many Medical/Healthcare clients such as 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. TSCTI's unique, first-hand experience with the similar clients means that State can select us to help leverage State 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
 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 State,
 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 State.
- 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 don't 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 State 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 OfficeClip 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 State. The Perfect Fit Program includes five phases, which are customized to most effectively
 service your account.
 - 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.
 - o **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.
 - o **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 researches 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. 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, Pharmacist	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	80+

	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, Pharmacist Registered Nurse I, Registered Nurse Practitioner II,	
	Registered Nurse Practitioner III, Certified Nursing	
	Assistant, Clinic Nurse, Health Assistant, Public Health	
The Fire Department of the	Nurse, Medical Support Personnel, RN Supervisor,	70+
City of New York	Registered Nurse I, Healthcare Technician, Licensed	
	Practical Nurse (LPN), Contract Tracers, Physical Therapist, Occupational Therapist Assistant, Occupational	
	Therapist	
	Registered Nurse, Operating Room Technicians, Medical	
	Assistants, Billing Specialist, Cleaning staff, Customer	
Nov. Iougar Danautment of	Service Representative, Case Manager, Claims Specialist,	
New Jersey Department of Education	Medical Clerk, IT specialist, Clinical Specialist, Physical Therapist, Occupational Therapist Assistant, Occupational	60
Education	Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Clinic Nurse, Health	
	Assistant, Public Health Nurse, Medical Support Personnel,	
	RN Supervisor, Staff Care Technician	
	Healthcare Specialist, Medical Billing Specialist, Medical Assistant, Records Clerk, Medical Technician, Computer	
	Analyst, Health Educator, Cleaning staff, Customer Service	
THE CAN AND A	Representative, Manager, Supervisory Nursing Personnel,	2.4
The College of New Jersey	Registered Nurses, Licensed Practical Nurses, Certified	24
	Nursing Assistants, Physical Therapist, Clinic Nurse,	
	Health Assistant, Public Health Nurse, Medical Support	
	Personnel, RN Supervisor, Pharmacist Licensed Practical Nurse (LPN), Certified Nursing	
	Assistant (CNA), Registered Nurse (RN), Contract Tracers,	
	Skilled Nursing, Nurse Staffing, Personal Care Services,	
University of Massachusetts	Medical Health Care Staff, Allied Health Care Staff,	20
Medical School	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	
	Clinic Nurse, Health Assistant, Public Health Nurse,	
	Medical Support Personnel, RN Supervisor, Personal Care	
Marie Katzenbach School for	Services, Cleaning staff, Customer Service Representative, Medical Health Care Staff, Allied Health Care Staff,	15
the Deaf	Practical Nurse, Bilingual Teen Parenting Program Nurse,	13
	Registered Nurses, Licensed Practical Nurses, Speech	
	Pathologist	
	Licensed Practical Nurse (LPN), Certified Nursing Assistant (CNA), Registered Nurse (RN), Contract Tracers,	
Department of Social & Health	Assistant (CNA), Registered Nurse (RN), Contract Tracers, Physical Therapist, Occupational Therapist Assistant,	
Services, TX	Occupational Therapist, Medical Office Specialist, Clinic	15
·	Nurse, Health Assistant, Public Health Nurse, Medical	
	Support Personnel, RN Supervisor, Pharmacist	
	Physical Therapist, Occupational Therapist Assistant, Occupational Therapist, Registered Nurses, Licensed	
Department of Social & Health	Practical Nurses, Certified Nursing Assistants, Nurse	15
Services, WA	Supervisor, Clinic Nurse, Health Assistant, Public Health	-2
	Nurse, Medical Support Personnel, RN Supervisor	

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, Speech Pathologist	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
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, Pharmacist, Dentist	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, Dental Assistant	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, Staff Care Technician	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, Phlebotomist	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

Service Representative, Licensed Medical Specialist,	
Physician, Registered Nurses, Licensed Practical Nurses,	
Phlebotomist	

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
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	John Hopkins University
Human Services)	
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	

Statewide	
State of Arizona	State of Nevada
State of Delaware	State of Maryland
State of Illinois - Department of Central Management	The State of Hawaii, Department of Education (HIDOE)
Services	
State of Kansas	State of Minnesota
State of Louisiana	State of Vermont
State of Oklahoma	State of Massachusetts – IT Services
State of California	State of Massachusetts – IT Project Services
State of Nebraska	State of Idaho
State of New Mexico	State of New Mexico - General Services Department
	(NASPO)
State of North Dakota	Cooperative Educational Services (CES)
State of Texas - Texas Department of Information	State of Massachusetts – Temp Staffing
Resources (DIR)	
State of Missouri - Department of Transportation -	State of Wisconsin
State of Nebraska	State of Montana
State of Connecticut	State of New Hampshire
State of Florida, Department of Management Services	State of California, Department of General Services
State of Mississippi	State of California
State of Michigan	State of Ohio - Department of Administrative Services
	(STS)
State of Pennsylvania	State of Rhode Island
State of Vermont - NASPO	State of South Carolina

Agency Wide	
The Chicago Transit Authority (CTA)	New York Power Authority (NYPA)
Community Transit	NYSERDA - New York State Energy Research &
	Development

Sound Transit	New York State Homes and Community Renewal
San Antonio Water System (SAWS)	Cuyahoga Metropolitan Housing Authority
Regional Transport Authority	Long Island Power Authority (LIPA)
Employee Trust Fund (ETF)	Hampton Road Trasnit
Housing Authority of Elpaso	Financial Information Services Agency (FISA) and
	Office of Payroll Administration (OPA)
Texas Comptroller of Public Accounts	`
Jackson Health System	Great Lakes Water Authority
Office of Temporary and Disability Assistance	San Jacinto Community College District
Montgomery College	Sierra College
State of Colorado	Rowan College
Orange County Public Schools	Miami Dade Public Schools - Bridge Contract
Chicago Public Schools	The School Board of Broward County (SBBC)
Phoenix Union High School District (PUHSD)	Adams 12 Five Star Schools
Birdsville Independent School District	Jefferson County Public Schools
Fox Valley Technical College	Detroit Public Schools Community District
Fort Bend Independent School District	Roosevelt School District
Baltimore County Public Schools (BCPS)	University of Arizona
Florida International University (FIU)	University of Massachusetts
University of Central Florida	University of Oklahoma
University of Central Florida	University of Nevada, Las Vegas (UNLV)
Pennsylvania's State System of Higher Education	University of Massachusetts Medical School
(PASSHE)	
Kent State University	University of New Mexico
Central Washington University	University of Washington - Medicine (UW Medicine)
James Madison University (JMU)	University of Maryland University College (UMUC)
Port of Seattle	Port Authority of Allegheny County
Houston-Galveston Area Council (H-GAC)	San Diego Association of Governments (SANDAG)
Illinois State Police	Superior Court of Los Angeles
Washington Suburban Sanitary Commission (WSSC)	El Paso Waters Utilities
Wayne County Airport Authority (WCAA)	City of Phoenix-Aviation
Washington Technology Solutions (WAtech)	Maryland Health Benefit Exchange (MHBE)
Hawaii Department of Human Services	Governor's Office of Storm Recovery
Virginia Housing Development Authority (VHDA)	United Nations Development Programme (UNDP)
Department of Military Services (DMA)	Washington Metropolitan Area Transit Authority (WMATA)
Judicial Council of California - Administrative Office of	UNICEF
the Courts (AOC)	
District of Columbia Water and Sewer Authority (DC	United Nations Development Programme (UNDP)
Water)	
Maryland Department of Education	Portland Development Commission (PDC)
Douglas County School District	The Metropolitan Water District of Southern California
City Colleges of Chicago	Santa Clara Water District
Huston Independent School District (HISD)	Tuscon Unified School District (TUSD)
Washington Electronic Business Solution (WEBS)	Delaware Department of Technology and Information
Office of Management Information Services (OMIS) -	New York State Office of General Services (OGS)
West Virginia Department of Health and Human	
Resources	
Georgia Institute of Technology (GTRI)	Metropolitan Transportation Authority

City Wide	
City of Redmond	City of Anaheim
City of Las Vegas	City of Sunnyvale

The City of Ocala	City of Phoenix
City of Alexandria	Housing Authority of the City of Pittsburgh
City of Minneapolis	City of Durham
City of Dearborn	City of Milwaukee

County Wide	
Clark County	Walworth County
Maricopa County	Boulder County
Cook County	Tarrant County
Washoe County	Waukesha County
Unified Government of Wyandotte County	Harris County Department of Education, Texas
New Castle County Government	Palm Beach County
Broward County Sheriff's Office	Los Angeles County Metropolitan
Miami- Dade County	Superior Court of CA- County of Orange
County of Orange	County of San Bernardino
Jackson County	Douglas County Government
County of Santa Clara	Hennepin County
County of San Bernardino	County of Ventura
Salt Lake County	Clay County
Utah Transit Authority	Mecklenburg County
Sacramento County	Prince George County

TSCTI maintains a nursing, healthcare and medical recruiting practice as one of our industry specialties. Our two-decade history of supporting top initiatives across public sector nursing/medical/healthcare agencies positions us to help County and local governments achieve their missions. In the year 2019, we placed more than 1200 temporary consultants on numerous nursing/medical/healthcare positions. A brief summary of representative projects is provided below:

Name of the Client	State of New Jersey
Contract Title	Temporary Staffing Services.

Description: Under this contract, TSCTI is providing a wide variety of service to various government agencies across the State. We are sole vendor to provide staff for multiple service categories under this contract from its implementation in February 2018 to present, TSCTI has provided over 4000 professionals, developing a strong working relationship with 100+ State agencies the services categories Include but not limited to the Medical and Nursing professionals, Administrative/Clerical, Culinary, IT, Skilled Trade as well as the employer of record (EOR)/Payrolling.

Since 2018, we have provided more than 1000 Nurse for the position mentioned below to various State agencies that includes but not limited to the DCF Regional Schools (multiple locations), Department of Human Services-Commission for the Blind and Visually Impaired, Department of Treasury, Department of Education, Department of Human Services, Department of Children and Families, Department of Environmental Protection, Department of Military and Veterans Affairs, Department of Law & Public Safety and Department of Transportation for providing various nursing services such as but not limited to:

- Registered Nurses
- Registered Nurse Director of Nursing
- Licensed Practical Nurses
- Certified Nurse's Aides
- · Clinic Nurse
- Health Assistant
- Public Health Nurse
- Medical Support Personnel
- Assistants
- Pharmacist
- · Certified Nursing Assistant

Physical Therapist

Name of the Client	Middlesex County, NJ
Contract Title	Healthcare Staffing Services

Description: TSCTI is providing various types of healthcare staff on an as-needed basis. TSCTI has been awarded this contract in Oct 2019 and till date, we have placed more than 100 healthcare professionals for the following positions.

- Psychiatric Nurses
 RN Supervisor
 Nurse Practitioner
 Licensed Practical Nurse
 Certified Nursing Assistant
 Physical Therapist
- Registered NurseMedical Health Care StaffClinic Nurse
- Medical AssistantHealthcare Technician
- Health Assistant

Name of the Client	County of Somerset, NJ
Address	500 North Bridge Street, Bridgewater, NJ 08807
Contract Title Temporary Employment Services for Licensed Psychiatric Professional Positions	

Description: TSCTI has been awarded this contract in 2018 for providing medical employees on an as-needed basis to the County and Richard Hall Community Mental Health Center for the job titles to include all Psychiatric Professionals, and Prescribers including but not limited to the following. TSCTI is one of the prime vendors of the County and till date we have provided 250+ staff to the Richard Hall Community Mental Health Center:

- Licensed Psychiatrist
- Advanced Practice Nurse (APN Prescriber)
- RN Supervisor
- Psychiatrist
- Healthcare Technician
- Occupational Therapist Assistant
- Licensed Practical Nurse
- Clinic Nurse
- Licensed Professional Counselor
- Licensed Clinical Alcohol and Drug Counselors
- Registered Nurse
- Medical Support Personnel

Name of the Client	Shelby County Government, FL
Address	160 N. Main Street, 9th Floor, Suite 900, Memphis, TN 38103
Contract Title	Medical Staffing Services
Description: TSCTI has been awarded a 5-year contract with the Shelby County Government for providing medical	
staff on the following positions.	

RN SupervisorPhysician's AssistantRegistered NursesClinic Nurse

- Licensed Practical NurseHealth Assistant
- Certified Medical Assistant
- Physical Therapist

Name of the Client	The Fire Department of the City of New York	
Address	655 S Bay Rd, Dover, DE 19901, USA	
Contract Title	Temporary Personnel Services	

Description: The Fire Department of the City of New York was looking for a qualified contractor to furnish temporary personnel services to meet the Department's temporary staffing requirements. In 2018, TSCTI has been awarded this contract with a contract value of \$50M+ for 5 years. As we are the sole vendor for this, we are responsible for providing a wide variety of temporary staff to the department. Till date, we have provided 30+ Nursing professionals in the following positions.

- Public Health Nurse
- Registered Nurse Practitioner II
- Licensed Practical Nurse
- Certified Nursing Assistant
- Therapist
- Health Assistant

- Bilingual Teen Parenting Program Nurse
- Nurse Practitioner II
- Registered Nurse I
- Healthcare Technician
- Physical Therapist
- Nurse Supervisor

Address	1906 Maryland Avenue, Wilmington, DE 19805		
Contract Title Temporary Medical Services			
TO A 44 THE COURT !	11 11 1 777000 00000 111 11 1 1 1 1 777		

Description: TSCTI is working with the DHSS from 2012 for providing medical and nursing services. We are one of the prime vendors of DHSS for their staff needs. We are responsible for providing staff for various positions that include but not limited to the following:

- Registered Nurse
- Licensed Practical Nurse
- Physical Therapist
- Certified Nursing Assistant
- Medical Support Personnel

- Licensed Psychiatrist
- Medical Health Care Staff
- Registered Nurse Practitioner
- Healthcare Technician
- Nurse Supervisor

Name of the Client	Michigan Department of Health & Human Services, MI			
Address	333 S Grand Ave, Lansing, MI 48933			
Contract Title	Medical Staffing Contract			
Description: TSCTI	Description: TSCTI is providing the medical staff for various positions that include but not limited to the			
following:	following:			
 Licensed Psychi 	entrists • Advanced Practice Nurses • Certified	Nursing Assistant		
Medical Consult	ant • Registered Nurse • Physician	's Assistant		
 Licensed Medic 	d Specialist • Physician • Certified	Medical Assistant		
 Licensed Practic 	al Nurse • Healthcare Technician • Physical 7	Therapist		

Name of the Client Buffalo Public Schools New York			
Address	ddress 712 City Hall 65 Niagara Square Buffalo, NY 14202		falo, NY 14202
Contract Title	Temporary Staffing Services		
Description of Service	Description of Services Provided:		
Skilled Nursing		•	Nurse Staffing
Personal Care Services		•	Medical Health Care Staff
Psychiatric Nurses (RN)		•	Psychiatric Social Worker
Advance Practice Nurse (APN Prescriber)		•	Licensed Psychiatrist
Licensed Clinical Social Worker		•	Physical Therapist
Licensed Professional Counselor		•	Licensed Marriage and Family Therapist
RN Supervisor		•	Occupational Therapist
Licensed Practical Nurses		Health Assistants	

Name of the Client	John Hopkins University	
Address	9509 Key West Ave, Rockville, MD 20850	
Contract Title	Healthcare Professional Services	
Description: TSCTI i	Description: TSCTI is responsible for providing various medical staff in the following positions:	
 Registered Nurs 	Registered Nurse Supervisor	
 Practical Nurse 	 Certified Nursing Assistant 	
 Licensed Practic 	eal Nurse • Occupational Therapist	
 Physical Therap 	• Health Assistants	

Name of the Client	Office of Management Information Services (OMIS) - West Virginia Department of Health	
	and Human Resources	
Address	One Davis Square, Suite 100 East Charleston, West Virginia 25301	
Contract Title	Temporary Staffing	
Description of Services Provided:		
TSCTI is providing the medical staff for various positions that include but not limited to the following:		
 Licensed Psychiatrists Advanced Practice Nurses 		
Medical Consul	tant • Registered Nurse	

Licensed Practical Nurse	Bilingual Teen Parenting Program Nurse
Speech Therapist	 Health Assistant
Public Health Nurse	 Occupational Therapist

Name of the Client	Jackson Health System		
Address	3801 Biscayne Blvd, Miami, FL 33137, USA		
Contract Title	Temporary Employment Services		
Description of Service	es Provided:		
TSCTI is providing th	TSCTI is providing the medical/healthcare staff for various positions that include but not limited to the following:		
 Licensed Clinical Social Workers Medical Support Personnel 			
 Public Health Nurse Medical Specialist I 			
 Assistants 	 Licensed Practical Nurses 		
Radiation Thera	pist • Registered Nurse		

Name of the Client	University of Washington – Medicine (UW Medicine)	
Address	4300 Roosevelt Way NE, 3rd Floor, Seattle, WA	
Contract Title	Medical Services	
Description of Service	res Provided:	
TSCTI has been awarded a 5-year contract for providing medical staff on the following positions		
Licensed Marriage and Family Therapists RN Supervisor		
Physical Therap	ists • Medical Support Personnel	
Licensed Practic	eal Nurse • Speech Language Pathologists	
Certified Nursin	g Assistants • Registered Nurses	

Name of the Client	the Client University of Massachusetts Medical School	
Address	55 N Lake Ave, Worcester, MA 01655, USA	
Contract Title	Temporary Employment Services	
Description of Service	ces Provided:	
TSCTI has been awar	ded as a sole vendor for this contract with the University for providing medical staff on the	
following positions		
Psychiatric Nurs	ses • Psychiatrists	
 Medical Suppor 	t Personnel • Certified Registered Nurse Practitioners	
Physical Therap	• Certified Medical Assistants	
Licensed Practic	eal Nurses • Registered Nurses	

Name of the Client	Texas Department of Family and Protective Services (DFPS)			
Address	1340 Airport Commerce Dr Suite 525, Austin, TX 78741, USA			
Contract Title	Medical Staffing			
Description of Services Provided:				
Clinical Nurse	Bilingual Teen Parenting Program Nurse			
Health Assistant	Registered Nurse			
Nurse Practition	er • RN Supervisor			
Physical Therap	oists • Occupational Therapist			

Name of the Client	Maryland Health Benefit Exchange, MD		
Address	Frederick, MD 21701, USA		
Contract Title	Medical Services		
Description of Services Provided:			
 Physicians 	Licensed Practical Nurse		
 Nutritionist 	 Dietician 		
Registered Nurs	es • Practical Nurse		

• Therapist	Health Assistants			
Name of the Client	Kalamazoo Psychiatric Hospital			
Address	1312 Oakland Dr, Kalamazoo, MI 49008, USA			
Contract Title	Temporary Employment Staffing			
Description of Services Provided:				
 Skilled Nursing 	 Nurse Staffing 			
 Registered Nurs 	Medical Health Care Staff			
Allied Health Ca	are Staff • Licensed Practical Nurse			
Surgical/Health	care Technician • Medical Office/Front Desk			
 Physical Therap 	ist • RN Supervisor			
 Occupational Th 	nerapist • Health Assistants			

Name of the Client	Grady Hospital		
Address	80 Jesse Hill Jr Drive SE, Atlanta, GA 30303		
Contract Title	Temporary Employment Services		
Description of Services Provided:			
Skilled Nursing		Dietician	
Personal Care S	ervices • N	Medical Health Care Staff	
Allied Health Care Staff		Registered Nurse Manager	
Licensed Practical Nurses		Registered Nurses	
Physical Therapist		Occupational Therapist	

Name of the Client	Department of Health and Social Services (DHSS) Delaware		
Address	655 S Bay Rd, Dover, DE 19901, USA		
Contract Title	Temporary Medical Services		
Description of Services Provided:			
Skilled Nursing	Licensed Psychiatrist		
 Personal Care S 	ervices • Medical Health Care Staff		
Licensed Practic	al Nurse • Psychiatric Social Worker		
Occupational Th	erapist Assistant • Physical Therapist		

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	100+

United Medical Center	Tracers at both District and Regional levels 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 Stand Up Facility, Washington, DC Children's National Hospital 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 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.

Acknowledgement of Addendum

Addendum 1

ADDENDUM ONE SHAREFILE LINK CORRECTIONS

Date: July 14, 2020
To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers

Nebraska State Purchasing Bureau

RE: Addendum for RFP Number 6322 Z1 to be opened August 20, 2020 at 2:00:00

p.m. Central

The ShareFile links have been corrected as follows:

1. Use the following link to electronically submit written questions:

https://nebraska.sharefile.com/r-r9462d4192c84e43a

Use the following link to electronically submit proposals:

https://nebraska.sharefile.com/r-rce710b676fa481aa

3. For each link above, the landing page will ask for the following information:

Entering the information below will provide an email confirmation of the upload for the bidder and the State.



This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

Page 1

ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: August 3, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers

AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened August 20, 2020 at 2:00 p.m.

Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	August 4, 2020 August 7, 2020
	Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19.	August 20, 2020
4.	Upload electronic submissions via ShareFile.	2:00 PM Central Time
	IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	Central Time
5.	Review for conformance to Request for Proposal requirements	August 20-21, 2020
6.	Evaluation period	August 24, 2020 – September 8, 2020
7.	Presentations and/or Demonstrations (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	September 11, 2020
9.	Contract finalization period	September 11, 2020 – September 29, 2020
10.	Contract award	September 29, 2020
11.	Contractor start date	October 1, 2020

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: August 7, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers

AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened August 20, 2020 TBD at 2:00

p.m. Central Time

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	August 4, 2020 August 7, 2020 TBD
4.	Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19. Upload electronic submissions via ShareFile. IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	August 20, 2020 2:00 PM Central Time TBD
5.	Review for conformance to Request for Proposal requirements	August 20-21, 2020 TBD
6.	Evaluation period	August 24, 2020 – September 8, 2020 TBD
7.	Presentations and/or Demonstrations (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	September 11, 2020 TBD
9.	Contract finalization period	September 11, 2020 – September 29, 2020 TBD
10.	Contract award	September 29, 2020 TBD
11.	Contractor start date	October 1, 2020 TBD

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

ADDENDUM FOUR QUESTIONS and ANSWERS

Date: August 17, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers

AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6322 Z1 to be opened September 2, 2020 at

2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1			Is the state considering a Managed Services Provider or Vendor Management System (VMS) technology solution for this bid?	No.
2			Is there an incumbent in place for these services currently?	This is a new RFP with new requirements. Please provide the best response to meet the requirements of the RFP. The incumbent(s) are for state agency agreements, not for a consolidated State Purchasing Bureau contract.
			If so is could you please provide the contract number?	Here is a list of the agency agreements including but not limited to the following: DHHS: 90527-O4, 83532-O4, 90529-O4 and 86545-O4. NDCS: 60814-O4, 60811-O4, 60812-O4, 60815-O4, 60813-O4, 61123-O4, 60816-O4, 60947-O4 and 85613-O4. NDVA: 89425 O4.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
3			What are the standard shift lengths for each site?	The standard shift may vary per facility.
4			What are the standard assignment lengths for each site?	Assignment lengths may vary based on the facility needs and could be a daily assignment up to multiple weeks at a time.
5			Is there a preference for local or traveling clinicians to fulfill the roles?	No preference.
6			Does the state to intend award multiple contracts?	The State does anticipate multiple awards.
7			Generally, Locums, Nursing and Allied professionals have separate bids (unless it is VMS/MSP) is the state willing to accept bids with only providing one of the service lines or is it the expectation that the vendor/s selected will need to be able to fulfill all orders?	Refer to RFP Section I.T. AWARD.
8	General Question		What is the estimated budget for this RFP? If unknown, please specify	Estimated budget is unknown as it is dependent on the individual agency facility needs. Refer to RFP Section V.J.
			previous spending.	Estimated Usage
9	General Question		Is this a single or multiple award RFP?	Please see the response to Question #6.
10	General Question		Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this	Please see the response to Question #2. Not applicable.
			solicitation?	
11	General Question		Are there any pain points? Please provide the total number of temporary staffs on current assignments?	Not applicable. Please see the response to Question #8.
			Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.	Refer to RFP Section V.J. ESTIMATED USAGE.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
12	General Question		Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.	Please see the response to Question #2.
13	General Question		What are the most frequently used job categories in the subject matter RFP?	Refer to RFP Section V.J. ESTIMATED USAGE
14	General Question		What is the average length of the assignment?	Please see the response to Question #4.
15	General Question		Please provide list of benefits current employees receiving from the incumbent.	This question is out of scope for this RFP.
16	General Question		Please provide list of client mandates holidays	Refer to RFP Section V.I.1.
17	General Question		Please provide list of vacation and holidays current employees receiving from the incumbent.	This question is out of scope for this RFP.
18	General Question		What is Mandate Living wage and Supplemental benefits?	Refer to RFP Section III.A.
19	General Question		Please provide details on benefits package current incumbent providing to temp staff.	This question is out of scope for this RFP.
20	General Question		Is there any preference to local vendor?	Refer to RFP Section I.P. EVALUATION OF PROPOSALS
21	General Question	12	Is it mandatory to take subcontractor?	Refer to RFP Section VI.J. SUBCONTRACTORS
22	T-Award	6	How many vendors will be awarded?	Please see the response to Question #6.
23	-	12	Are there any incumbents? If ye, please share the details	Please see the response to Question #2.
24.	-	-	What is the past spend on this contract?	Please see the response to Question #8.
25	•	-	What is the estimated budget?	Please see the response to Question #8.
26	VI Corporate Overview I. Summary of Contractor's Proposed Personnel/Manag ement Approach	73	Do you want representative resumes from our firm, or do you want actual people who will be assigned to the task? If so, when will the task begin?	Refer to RFP Section VI.I., referencing management personnel assigned to the contract if awarded. Refer to RFP Section I.C. for estimated contract start date(s). Individual medical staffing assignments can't be determined at this time.
			OR do you want resumes of our Account Management team?	Refer to response above.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
27	VII Cost Proposal Requirement A Cost Proposal	74	Do we need to propose a fixed price lump sum amount for the services?	Refer to the Cost Proposal.
			OR can we propose hourly rates for the positions listed in the RFP?	Refer to response above.
28	Scope of Service		If there are contract terms that awardee is not able to accept, is there a penalty for not signing the contract?	No, however by signing the Request For Proposal For Contractual Services form, the bidder is agreeing to the RFP terms; unless the bidder has taken exceptions to terms as allowed by the RFP.
29	Scope of Service		Does a bidder automatically agree to contract terms by submitting a bid response?	Please see the response to Question #28.
30	Scope of Service		If there are terms and conditions that the awardee cannot agree to, is the awardee able to decline to accept the contract?	Please see the response to Question #28.
31	Scope of Service		Will State of Nebraska allow for any changes to the language of service agreement such as the terms and conditions, indemnification, insurance requirements, and venue?	The State will consider suggested changes to language with terms that have the table for 'Accept/Reject/Reject & Provide Alternative.' The State reserves the right to reject any and all suggested changes.
32	Scope of Service		Are there specific areas of the RFP that are not allowed to be changed?	Please see the response to Question #31.
33	Scope of Service		Are the terms of the agreement up for discussion or negotiation, if awarded?	Please see the response to Questions #28 and #31.
34	Scope of Service		What vendors is State of Nebraska currently contracted with for (redacted Company Name) services?	Please see the response to Question #2.
35	Scope of Service		How many vendors received this RFP?	The RFP is publicly posted on the State Purchasing Bureau website.
36	Scope of Service		How many vendors will be selected for contract award?	Please see the response to Question #6.
37	Scope of Service		Why is the contract out for bid?	The bidder should provide a response that best meets the requirements in the RFP.
	1		Is it required to be put out for bid?	Not applicable.
38	Scope of Service		How can a newly awarded (redacted Company Name) vendor improve upon the services, as compared to the current vendors and past services?	Please see the response to Question #2.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
39	Scope of Service		Is the State of Nebraska satisfied with the current provider(s) of services?	Please see the response to Question #2.
40	Scope of Service		What would State of Nebraska like to see with the awarded vendor and their approach to the request?	Please see the response to Question #2.
41	Scope of Service		Will State of Nebraska consider bidders to provide additional services that bidders have available?	Please provide the best response to meet the requirements of the RFP.
42	Scope of Service		Is State of Nebraska looking for a Managed Service Provider (MSP) solution to assist with staffing (redacted Company Name)? A Managed Service Provider manages the temporary worker recruitment for an organization and is responsible for the end-to-end management of the contingent workforce – from supplier management to strategic workforce planning.	Please see the response to Question #1.
43	Scope of Service		Does State of Nebraska need a technology solution for workforce management?	This question is out of scope for this RFP.
44	Scope of Service		Is the State of Nebraska currently utilizing a technology for staffing?	This question is out of scope for this RFP.
45	Scope of Service		Do you offer any telemedicine services? Would you be interested in that?	This question is out of scope for this RFP. Refer to answer above.
46	Scope of Service		Will State of Nebraska consider bidders to provide additional services that bidders have available?	Please see the response to Question #41.
47	Terms and Conditions M INDEMNIFICATI ON 1/GENERAL	11	Will State of Nebraska consider mutual indemnity and insurance?	No or very limited changes are accepted to these provisions. The Bidder should consider whether they can meet the indemnification and insurance requirement as-written when submitting a bid. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
48	Terms and Conditions T PERSONAL HEALTH INFORMATION (PHI)	14	Will it be acceptable for vendor to notify and facilitate provisions of this requirement to our independent contractors/providers regarding PHI, since vendor will not have/nor would want access to PHI?	Yes, this is acceptable as long as signed documentation is retained. For services provided in a DHHS facility, the vendor will be required to sign a BAA and adhere to all required obligations state therein, see Exhibit A.
49	Contractor Duties A/INDEPENDEN T CONTRACTOR/ OBLIGATIONS	17	(Redacted Company Name) Providers are independent contractors, not employees of vendor. Can language be changed to reflect a term other than employee?	The State of Nebraska may contract with an agency who will provide staffing services. Staff provided by Contractor will not be employees of the State of Nebraska.
50	Contractor Duties B/EMPLOYEE WORK ELIGIBILITY STATUS	18	(Redacted Company Name) are independent contractors, not employees of vendor. Is verification of work eligibility status still required?	Yes, verification of work eligibility status is still required.
51	Contractor Duties F/PRICES	19	What are the current hourly billable rates per healthcare provider position for the current contract?	Please see the response to Question #2.
52	Contractor Duties F/PRICES	19	Please clarify for (Redacted Company Name) what pricing should include.	Please see the response to Question #27.
53	Contractor Duties H/PERMITS, REGULATIONS, LAWS	19	Please clarify how this section applies to (Redacted Company Name) medical services.	This requirement may not directly apply to any or all Contractors. Each Contractor is required to ensure the Contractor has all applicable permits and licenses necessary to perform the duties under the contract.
54	Contractor Duties J INSURANCE REQUIREMENT S 1/Worker's Compensation Insurance	20	(Redacted Company Name) physicians, physician assistants and nurse practitioners are Independent Contractors and as such are not employees. Therefore, Worker's Compensation insurance would not be applicable. Will State of Nebraska waive these requirements?	If the Contractor is subject to the Nebraska Workers' Compensation Act, Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
55	Contractor Duties J INSURANCE REQUIREMENTS 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance MANDATORY COI LIABILITY WAIVER LANGUAGE	21	Our providers will not be driving as part of the medical services provided. Can this requirement be waived?	No. Temporary staff may be driving to an assignment or between facility locations. This requirement protects the State of Nebraska from liability in the event of a vehicle accident on site at a state facility.
56	Contractor Duties J INSURANCE REQUIREMENT S 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance MANDATORY COI LIABILITY WAIVER LANGUAGE	21	Will State of Nebraska consider waiving the Additional Insured requirement?	No.
57	Contractor Duties J INSURANCE REQUIREMENT S 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance	21	Commercial General Liability each occurrence/general aggregate: Vendor has standard \$1M/\$3M.	No question provided.
58	Contractor Duties P/NDCS SECURITY Section 1	23	Will NDCS pay for the background security check? How far in advance of the assignment is the background	NDCS performs the background checks, in addition to the contractor performing routine background checks, for staff assigned to the facilities at no cost to the contractor. It may take several days for completion of the security check.
			security check conducted? Will the results be shared with vendor?	The contractor is notified of the results.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
59	Project Description and Scope of Work B/OPERATING FACILITY DETAILS BY VENDOR LOCATIONS	29-32	What EMR (electronic medical records, or paper charts) is used?	DHHS utilizes Avatar as well as paper charts. NDCS primarily uses paper charting, with some entry into the NDCS case management system (NiCAMS). Over the course of the contract period, there may be more electronic entry needs. NDVA uses "Net Solutions". This in an EMR.
60	Project Description and Scope of Work B/OPERATING FACILITY DETAILS BY VENDOR LOCATIONS	29-32	Will the provider shift include daily, hourly, overtime, weeknight call, weekend call or any combination thereof?	Yes, any combination described may be used.
61	Project Description and Scope of Work C/SCOPE OF WORK	32	Will the credentialing costs such as application fees, additional DEA's, and background or drug screenings be reimbursed?	No. Please see the response to Question #58.

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Question Number	RFP Section	RFP Page Number	Question	State Response
62	Reference Project Description and Scope of Work C/SCOPE OF WORK 5a-d	33	What time keeping system does State of Nebraska currently utilize?	DHHS uses paper timesheets to document a weekly schedule, which includes the building and number of hours per day. DHHS, NDCS and NDVA
			Does the provider complete the same timesheet on a daily basis or	currently use Kronos for State employees. NDVA's Agency Staff don't use the State of Nebraska's
			is a new timesheet required daily?	timekeeping system. Each contractor uses a form based on their business model.
				DHHS: Refer to DHHS above response.
				NDCS: At this time the provider will complete the same timesheet weekly per their schedule.
			If required, is there a form for (Redacted Company Name) to complete regarding patients/inmates seen during a shift and/or a list of tasks completed during a shift?	Yes, depending on the agency facility, a variety of forms may be required.
63	Project Description and Scope of Work	33	Will NDCS pay for the background security check?	Please see the response to Question #58.
	C/SCOPE OF WORK 7		How far in advance of the assignment is the background security check conducted?	Refer to answer above.
			Will the results be shared with vendor?	Refer to answer above.
64	Project Description and Scope of Work C/SCOPE OF WORK 9	33	(Redacted Company Name) are independent contractors, not employees of vendor. Can this wording be changed?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
65	Project Description and Scope of Work C/SCOPE OF WORK 10	33	Can the following alternate language be considered: "The agency shall conduct necessary verifications for temporary staff in order to obtain privileges at facility"?	No, the RFP remains as written.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
66	Project Description and Scope of Work C/SCOPE OF WORK	33	Aren't documents required per job descriptions for locum tenens to be provided during credentialing?	Compliant documentation is required prior to or concurrent with the individual's start date and/or arrival on site.
	11		How far in advance of "start of individual's assignment" does State of Nebraska want the documents?	Refer to answer above.
67	Project Description and Scope of Work D/BIDDER REQUIREMENTS	33	Vendor is not typically required to provide at least three (3) temporary staffing positions per City/Geographic location. Can this be adjusted based on the specialties vendor can provide?	Per glossary, "should" is defined as: Expected; suggested, but not necessarily mandatory.
68	Project Description and Scope of Work F/CLASSIFICATIO N/JOB DESCRIPTIONS	34-58	Are there any positions that have been particularly challenging?	Please see the response to Question #2.
69	Project Description and Scope of Work F/CLASSIFICATIO N/JOB DESCRIPTIONS	34-58	How many providers does State of Nebraska need?	Please see the response to Question #6.
70	Project Description and Scope of Work F/CLASSIFICATIO N/JOB DESCRIPTIONS	34-58	Will State of Nebraska allow multiple providers fill an ongoing coverage need?	Yes
71	Project Description and Scope of Work G/QUALIFIED PERSONNEL 5	58	Vendor does not train our (Redacted Company Name providers. Can this language be changed?	The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes. In all cases, the Contractor is responsible for ensuring providers are qualified and perform the obligations of the Contractor pursuant to the Contract.
72	Project Description and Scope of Work G/QUALIFIED PERSONNEL 6	58	Vendor does not provide photo identification badges to independent contractors. Can this requirement be waived as the provider should be carrying their state issued identification (driver's license)?	RFP requirements remain as written.
			Is State of Nebraska processing the criminal record clearance? Will copy be provided to vendor? All documentation should be part of credentialing process, is this not the case with State of Nebraska?	Please see the response to Question #58.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
73	Project Description and Scope of Work G/QUALIFIED PERSONNEL 8	59	Vendor does not perform health screening as we are not a medical entity. Vendor uses an outside company for health screenings for providers. Will this be accepted?	It is acceptable that an outside company provides the health screening.
			Is the cost of the required screenings reimbursable? Can language "within 90 days prior to employment with NDCS or seven days after employment with NDCS" be changed to "within 90 days prior to assignment with NDCS or seven days after assignment with NDCS" as locum tenens will not be employed by NDCS?	The cost of any screening necessary for eligibility will not be reimbursed.
74	Project Description and Scope of Work G/QUALIFIED PERSONNEL 9	59	Vendor does not have "health files" but we have health history records for providers. Will this be sufficient or can this be changed?	Health history records are acceptable.
75	Project Description and Scope of Work G/QUALIFIED PERSONNEL 10	59	Is Pre-Assignment Screening Information part of the credentialing process? This should be done prior to assignment start for State of Nebraska to determine if provider meets requirements.	Yes.
76	Project Description and Scope of Work G/QUALIFIED PERSONNEL 11	59	Does the prior approval for extended assignment designation apply to physicians and Nurse Practitioners, Physician Assistants who are able to work long-term assignments? Who provides the approval for long-	Yes. NDCS Health Services Medical
77	Project Description and Scope of Work G/QUALIFIED PERSONNEL 12	59	term assignments? Please clarify criteria for Qualified Staff. Please clarify "not performing in satisfactory manner" so vendor can better understand potential risks.	Director or designee. Not performing in an acceptable manner includes but is not limited to: no shows for shift; late notice for shift; insubordination; failure to follow facility security guidelines, failure to follow scope of their license/certificate and/or inadequate performance of medical care/job duties.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
78	Project Description and Scope of Work H/ORIENTATION /TRAINING	60	Does this apply to all positions 30 days or less?	Yes, orientation and training applies to all positions regardless of the length of the position.
	1 DHHS TRAINING		Will orientation be paid? When is training scheduled?	Yes, orientation is paid. Training is scheduled prior to
			How long does training last per	beginning the assignment. The length of training varies and
			location?	is dependent on location, position, and type of training.
79	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2b	60	(Redacted Company Name) are independent contractors, not employees of vendor. Can language be changed?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
80	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2d	60	How often does the assignment change from more than 30 days to less than 30 days?	Please refer to Questions #3 and #4.
81	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2f	60	Documents should be provided prior to assignment start. Is this part of the credentialing process?	Yes.
82	Project Description and Scope of Work H/ORIENTATION/ TRAINING NDCS TRAINING 2h	61	Please clarify the difference between assigned Staff and employee. (Redacted Company Name) are independent contractors, not staff nor employee of vendor.	The RFP is written from the State's perspective so the personnel that fill the temporary medical staffing positons are not state employees; they are considered to be employees or staff of the contractor.
				The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
83	Project Description and Scope of Work I/SCHEDULING DHHS SCHEDULING	61	(Redacted Company Name) are independent contractors, not personnel of vendor.	No question provided.
84	Project Description and Scope of Work I/SCHEDULING NDCS SCHEDULING 2k	62	Vendor does not provide photo identification badges to independent contractors. Can this requirement be waived as the provider should be carrying their state issued identification (driver's license)?	Please see answer to Question #72.
85	Corporate Overview B/FINANCIAL STATEMENTS	72	Vendor cannot disclose pending or expected litigation as this is confidential information. Is this workable?	Refer to RFP Section VI.B., paragraph three.
86	Cost Proposal Requirements A/COST PROPOSAL	74	Please define "total fixed price". Cost Proposal attachment advises "Bidder should provide an hourly rate for each position listed below".	The State is requiring a fixed rate for this RFP.
87	Cost Proposal Requirements A/COST PROPOSAL	74	If vendor does not provide specialty listed, does State of Nebraska prefer N/A in the rate sections or have them left blank?	Leaving the cell blank or writing N/A is an acceptable response for completing the Cost Proposal, if the bidder isn't providing a cost for the medical staff position.
88	Cost Proposal Requirements A/COST PROPOSAL	74	Please provide an estimate of the (Redacted Company Name) hours expected to be utilized in the first year of the proposed agreement.	Refer to RFP Section V.J. for historical usage.
89	Cost Proposal Requirements	74	What is the annual budget that is projected for the contract? How will it be divided per year?	Please see the answer to Question #8.
90	Cost Proposal Requirements	74	What was the total spend for (Redacted Company Name) services in 2018 and 2019?	Please see the answer to Question #8.
91	Cost Proposal	Pages 2-37	What are the average 2019 first year bill rates, for all disciplines?	Please see the answer to Question #2; rates are indicated in the contracts.
92	Cost Proposal	Pages 2-37	For the disciplines that bidders will not be offering medical staff services for, should the cost amount be left blank or should the bidder put \$0.00?	Please see the answer to Question #87.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
93	Cost Proposal	Pages 2-37	For the disciplines that bidders will be offering medical staff services for, are the bidders able to add an additional section to the sides of each discipline, to include overnight and weekend rates that would be different?	No, the Cost Proposal should not be modified by the bidder.
			If not, is the cost proposal just wanting to include a flat bill rate and OT/Holiday bill rate only?	Yes, please refer to the Cost Proposal.
94	Award	Page 6 Letter T	Is the state of NE, DHHS, NDCS and DHVA planning on awarding to more than one vendor? If so, how many?	Please see the answer to Question #6.
95	Qualified Personnel- NDCS	Page 59 #8	It states that the temporary staff need to provide their current immunizations to include a seasonal flu vaccine. Is the flu vaccine mandated to have or is the employee able to provide a declination form?	Immunizations recommended but not mandated. The only thing mandated at this time is masks and following COVID mandates.
96	Other Documents to Upload to Sharefile	Page 3 #2	Specifies the "Technical," "Cost Proposal," and "Other Proprietary Information" are to be uploaded separately. What all does the "Technical" consist of?	Refer to I.N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS
97	Form A and Form B	Pages 75 and 76	Where shall the bidder include completed forms A and B?	Include Form A and Form B with the completed RFP proposal submitted.
98	Exhibit One	Pages 1 and 2	Do bidders need to include the Exhibit One attachment. If so, where?	Exhibit One doesn't need to be included in the response. Exhibit One is incorporated into the contract per the RFP.
99	Evaluation of Proposals	Page 5	States "Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone." Will the proposal include some	No.
100			preference to women owned small businesses as well? What EMR platform does the State utilize?	Please see the answer to Question #59.
101			Is orientation/training billable?	Please see the answer to Question #78.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
102			Are assignments typically full time contracts, as needed per diem, or both?	Please see the answer to Question #4.
			If full time contracts, typically how long are the contracts? (6 weeks, 3 months, etc)	See above.
103			If a clinician converts to permanent staff, what are the fees?	It is not the intent of this RFP to fill permanent positions. In the unlikely event that a permanent positon is filled with one of Contractor's employees or contractors, no fees shall be due to Contractor.
104	Section E	27	what are the payment terms? (30	Refer to RFP Section IV.E.
	Payment		days, 45 days, etc)	PAYMENT (Statutory)
105	Section G	27	will a Purchase Order be issued?	Not enough information was provided to answer this question.
106	General Question	General Questio n	Why is this contract out for bid? Is it required to be put out for bid?	Please see the answer to Question #37.
107	General Question	General Questio n	Who are your current incumbent vendors for these services?	Please see the answer to Question #2.
108	General Question	General Questio n	Will you be awarding multiple vendors?	Please see the answer to Question #6.
109	General Question	General Questio n	Are you satisfied with your current vendors?	Please see the answer to Question #39.
110	General Question	General Questio n	Are all your needs being met?	Please see the answer to Question #39.
111	General Question	General Questio n	What are your current hourly bill rates by classification?	Please see the answer to Question #2.
112	General Question	General Questio n	Are we able to take exceptions and propose language to any of the terms and/or requirements?	Please see the answer to Question #31.
113			For positions that have no forecasted usage is it required to submit rates for these jobs?	Please see the answer to Question #87. Failure to provide a rate for the medical positions per city/geographic locations listed on the Cost Proposal will eliminate the possibility for award of that position.
114			Are the criteria that will be used to award the contract weighted by importance? If so, can you list them by priority?	The Evaluation Criteria is now posted to the RFP webpage.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
115			For each position can we bid for select locations, or are we required to cover all the locations to be considered a viable vendor?	Please see the answer to Question #113. Bidders may submit a bid for any or all locations.
116			Is it a requirement to submit all four years billing in our bid?	Yes.
117			Is it a requirement to submit bill rates for Optional extensions 1, 2 and 3?	Yes.
118			How will the contract be administered if unforeseen market forces drastically change the workforce in years 2, 3 or 4? a. Hyper Inflation puts pressure on wages	Addendums/Amendments may be processed for the contract to reflect changes made with Scope. Refer to RFP Section III.F. PRICES
			b. Reduction in workforce reduces supply again putting pressure on wages c. Unforeseen exits of professionals due to Covid	
			causing a workforce reduction.	
119			Is there an area in the RFP to address adjustments of proposed future rates due to unforeseen changes in the workforce (i.e. Inflation, workforce reductions, industry regulation, etc.?)	Please see the answer to Question #118.
120			Is this bid a re-compete of an ongoing contract? If yes, then please share the details of the incumbents.	Please see the answer to Question #2.
121			How many temporary resources are currently engaged in the current contract? Please also provide the bifurcation of the resources supplied by each incumbent.	Please see the answer to Question #2.
122			When was the existing contract got started, and what is the annual monetary spent value of the current contract since inception?	Please see the answer to Question #2.
123			Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?	Please see the answer to Question #8.
124			How many vendors does the state intend to award?	Please see the answer to Question #6.
125			Is this bid open to locum tenens agencies?	Yes.

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Question	RFP	RFP	Question	State Response
Number	Section Reference	Page Number		
126			Do you intend to make multiple awards?	Please see the answer to Question #6.
127			Since the duties of the Contractor and the Provider are separate and distinct, especially as Contractor does not itself provide medical services, it is important that Providers not be incorporated into the definition of Contractor—can this be amended in a potential contract?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes. No changes will be made that alter the essential requirements of the RFP.
128			Our locums staffing services contracts are "best efforts" and it is company policy not to enter into any contracts in which the vendor is subject to damages for failure to deliver the service. Could this be amended in a potential contract?	A bidder's response should clearly identify any terms of the RFP to which it takes exception and provide alternative language. The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
129			Can language changes be made? (indemnification, insurance, venue, etc)?	Please see the answer to Question #128.
130			Will awardees be allowed an opportunity to negotiate the terms of the contract prior to signing?	Please see the answer to Question #31.
131			If awarded, should there be contract terms we are unable to accept, is there a penalty for not signing a contract? Example: monetary damages.	Please see the answer to Question #28.
132			By submitting a response, are we automatically agreeing to a contract and its terms? Or if there are terms & conditions we cannot agree to; can we decline the contract if awarded?	Please see the answers to Questions #31.
133			As a locum tenens agency, our providers are considered independent contractors and not employees, can this wording be amended?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
134			Can vendors bid on one or part of the requirements. Or do we have to bid on all of the requirements/specialties?	Please see the answer to Question #113.
135			What sub-specialties are you seeking? For physicians would it be internal medicine/general medicine/family practice/etc?	NDCS would consider general medicine/family practice
			Would you also consider Psych NP/AP?	DHHS would consider Psych NP/AP as allowed under Nebraska licensure statutes or regulations.
136			What was last year's spend for these services for this contract?	Please see the answer to Question #2.
137			What are the current challenges/obstacles in meeting its staffing and recruitment goals for these positions? If a contract for the proposed services is in place, what areas of improvement over the existing contract would you like to see?	Please see the answer to Question #2.
138			Are there penalties incurred if unable to fill any of the openings?	Not enough information was provided to answer this question.
139			Is there an incumbent and current contract for this service? If so, can you please provide the vendor name and current contract rate?	Please see the answers to Questions #2.
140			What is the estimated time frame of notice before a need becomes available?	This is a variable dependent on the facility and circumstances.
141			Will you allow multiple physicians to fill the need or are your requiring that one physician fulfill the need?	Please see the answer to Question #70. Multiple physicians are acceptable as long as continuity of care is maintained.
142			What is the expected process and timeline for notifying vendor of needs, reviewing candidates, scheduling providers, etc.?	Please see the answer to Question #140.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
143			Is your patient population 100% adult patients or do you also treat children and adolescents?	No. DHHS: Youth are at the LRC Whitehall Campus, HRC, YRTC- K, YRTC-G, and YRTC-L. NDCS: Patient population is comprised of a range of adult males and females, as well as youthful male offenders adjudicated as adults who range in age from early adolescence to age 21 years, 10 months.
			Can we include pricing for child/adolescent?	No, bidders must provide a price per position per city/geographic location as specified in the Cost Proposal.
144			May we add a locums to perm conversion fee to our pricing?	Bidders may include in their response any terms with regard to the conversion of locums to permanent DHHS employment, and their response will be judged accordingly.
				This would need to be shown as a separate charge and NOT included in the hourly rate.
145			Will price adjustments be allowed for the renewal years? Can we submit a rate increase with each option year?	Refer to RFP Section III.F. PRICES.
146			Do you want an all-inclusive rate?	Rates shall be inclusive of all expenses, including travel and personnel costs, per the Cost Proposal.
147			Locum tenens physicians are Independent Contractors and as such are not employees. Therefore, Worker's Compensation insurance would not be applicable. Will you waive these requirements for physicians?	Please see the answer to Question #54.
148			Will you consider \$1M per occurrence/\$3M aggregate insurance limits?	Please see the answer to Question #47.
149			What is the expected time for the completion of credentialing for an accepted candidate?	Typically this takes five (5) business days or less (including security background checks).

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
150			Are background screenings required? Will the facility be handling this requirement or are you expecting the vendor to complete?	DHHS and NDVA will not pay for background checks. See Section V.C.7. NDCS will work with the contractor to obtain background
151			Are telehealth providers utilized currently?	screenings/security checks. This question is out of scope for this RFP.
		0	If not is using them an option?	No.
152			Is Telehealth an option for coverage? If so, do you have your own platform/service provider?	Please see the answer to Question #151.
153			Do we need to include financial statements with our proposal submission? Will the previous year suffice? Do they need to be audited?	Refer to RFP Section VI.B.
154			We do not typically supply associate resumes. Would bios suffice?	Please see the answer to Question #26.
155			Would the state consider adjusting their 2 hour time frame for notice of assignment or cancellation?	The RFP requirements remain as written.
156			Will PPE be provided?	Yes
157	I-C	2	The effective date for the contract is listed as October 1 st . Does this mean that we will be notified of needs on October 1 st or is this the date you want providers to start working?	October 1, 2020 is the tentative contract start date.
158	VII	74	Are we able to submit hourly rate ranges, as hourly rates typically vary based on work setting and provider requirements?	No. A fixed rate is required for each position. Refer to Cost Proposal.
159	J	63-70	Are you planning to implement telemedicine under this state contract?	Please see the answer to Question #45.
160	3-A	30	Is the Nebraska Department of Veteran Affairs federally funded or state funded?	Both.
161	VII	74	Are you mandated to take the lowest cost proposal?	No.

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Question Number	RFP Section	RFP Page	Question	State Response
162	Reference I.A	Number 1	Does the State intend to award these services to one (1) vendor or multiple vendors?	Please see the answer to Question #6. If a bidder submits a proposal for
			Also, will all vendors awarded be eligible to staff each Department listed within this RFP, or does the State intend to award different intents per Department?	a geographical location where all three agencies have a facility, all three State agencies will have the ability to request services from the Contractor(s).
163	I.P	5	In the RFP it mentioned that scoring/weights would be released with the RFP, however, this wasn't found in the evaluation section. Can the State provide the values that will be used to evaluate the proposals based on this section of the RFP?	Please see the answer to Question #114.
164	II.	8	May we submit exceptions to the contract terms & conditions with our proposal as detailed within a separate, specific section of the response?	Please see the answer to Question #31.
165	II. F	19	Will the State present fixed pricing for each position within this RFP for each awarded vendor based on what was submitted, or will each awarded vendor have their own pricing?	Please refer to the Cost Proposal.
166	II. M	11	Would the State agree to mutual indemnification?	Please see the response to Question #47.
167	II. T	25	With regards to the Drug Free workplace, are all contractors placed within the States facilities required to have a drug screen prior to working an assignment?	Yes.
168	V. C	32	How will each requesting State agency request help from the awarded vendor(s) and how will that process work?	Refer to RFP Section V.I.1-2.
169	I.U.	7	Will the State expand on the opportunity for alternative/equivalent proposals?	The bidder should provide a response that best meets the requirements in the RFP.
170	I.U.	7	Would the State consider a vendor neutral workforce solution as a viable option to manage temp labor between departments?	This question is out of scope for this RFP.
171	I.U.	7	Would the State seek solutions around vendors managing specific skill sets that the State requests?	This question is out of scope for this RFP.

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Question	RFP	RFP	Question	State Response
Number	Section Reference	Page Number	44,000,000,000,000,000,000	
172	I.U.	7	Would the State consider implementing vendor-paid technology to help streamline processes and efficiencies?	This question is out of scope for this RFP.
173	I.O.	12	Do liquidated damages only apply to DHHS and NDCS?	Yes
174	I.O.	12	Will the State enforce liquidated damages across all departments?	Please see the answer to Question #173.
175	I.O.	12	Can the State provide other measures to evaluate vendor performance?	No.
176	V.A	29	Approximately what percentage of the workforce within these selected departments will contractors be utilized?	Percentage is unknown.
177	V.A	29	What goals does the State have surrounding increased reduction of these percentages?	This question is out of scope for this RFP.
178	Resident Bidder	7	Do you need to have an office in the state of Nebraska in order to be eligible to provide services?	Please refer to RFP Section I.E. SECRETARY OF STATE/TAX COMMISSIONNER REGISTRATION REQUIREMENTS (Statutory)
179	Qualified Personnel	58	Are MMR, Varicella lab results required?	Not required.
			What is sufficient for MMRV?	Not required.
180	NDCS Training	60	Can required Fire Safety/Infection Control/Blood Born Pathogens/SDS programs be completed online?	Not at this time.
181	Scheduling	62	Will a "do not send" list be provided to all contractors?	NDCS: We will not provide the list to all contractors, but may advise upon request or a caseby-case basis.
182	Scheduling, I	62	Who determines the nurse or other staff is not qualified?	Within NDCS facilities, NDCS Health Services Medical Director or designee.
183	General	n/a	Is there an incumbent and current contract for this service?	Please see the answers to Questions #2.
			If so, can you please provide the vendor name and current contract rates?	See answer above.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
184	General	n/a	Who are the incumbent vendors?	Please see the answers to Questions #2.
			How long has the incumbent had the contract?	See answer above.
			Has the incumbent been able to successfully staff all the positions at the listed facilities?	This question is out of scope for this RFP.
			How many incumbent medical staffing vendors are currently staffing NDCS/NDVA/NDHHS?	See answer above.
			Can you provide current vendors pricing for the specialties listed in the Temporary Medical Staffing Services Agreement?	See answer above.
185	General	n/a	What was the total spend for Temporary Medical Staffing Services for NDCS/NDVA/NDHHS during the previous awarded contract?	Please see the answers to Questions #2.
186	General	n/a	If we are not able to provide staffing for all specialties and locations listed on the bid will we be disqualified?	No.
187	General	n/a	What is the average length of assignment?	Please see the answer to Question #4.
188	General	n/a	How many vendors do you intent to award?	Please see the answers to Questions #6.
189	General	n/a	What is the annual spend for this contract?	Please see the answers to Questions #2.

This addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response.

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ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

Date: August 17, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers

AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened September 2, 2020 at 2:00 p.m.

Central Time

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

	ACTIVITY	DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	August 4, 2020 August 7, 2020 TBD August 17, 2020
	Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19.	August 20, 2020 TBD
4.	Upload electronic submissions via ShareFile. IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES WITH	September 2, 2020 2:00 PM Central Time
	ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	
5.	Review for conformance to Request for Proposal requirements	A ugust 20-21, 2020 TBD September 2-3, 2020
6.	Evaluation period	August 24, 2020 – September 8, 2020 TBD September 4, 2020 - September 18, 2020
7.	Presentations and/or Demonstrations (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	September 11, 2020 TBD September 23, 2020
9.	Contract finalization period	September 11, 2020 – September 29, 2020 TBD September 23, 2020 – October 9, 2020
10.	Contract award	September 29, 2020 TBD October 14, 2020
11.	Contractor start date	October 1, 2020 TBD October 15, 2020

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.